



General Terms and Conditions of Subcontracting

5/07/2023

Definitions

In these General Terms and Conditions of Subcontracting, the terms and expressions used below shall have the following meanings:

- **Agreement:** the set of contractual documents between the Parties defining the nature, duration, Price, and details of Subcontracting.
- **Client:** the Client of the Main Contractor, the party for whose benefit the Main Contractor engages the Subcontractor.
- **Contract Documents:** the documents as stipulated in Article 1.1 of these General Terms and Conditions of Subcontracting, which govern the Contract between the Parties.
- **Day Report/Week Report:** work Order(s), document(s) that lists the Services performed, hours and/or materials used for a given day/period and serves as the basis for invoicing the Services performed.
- **Framework Agreement:** the Agreement, if any, between Main Contractor and Subcontractor setting forth the general outline of the collaboration.
- **Main Contractor:** Aertssen Kranen.
- **Order/PO:** the document containing the (special) conditions of ordering the Services as well as the prices for those Services.
- **Parties:** the Main Contractor and the Subcontractor jointly.
- **Party:** the Main Contractor or the Subcontractor.
- **Services/Works:** the Services or works performed by the Subcontractor for the Main Contractor.
- **Site:** the place or places where the Subcontractor performs work specified by the Main Contractor.
- **Subcontractor:** the specialized service provider performing the Services/Works.

Article 1. Applicability of General Terms and Conditions of Subcontracting.

1.1 Applicability

These General Terms and Conditions of Subcontracting always apply to the specialized Services.

These General Terms and Conditions of Subcontracting constitute a Contractual Document and thus apply to the formation, content, performance, and termination of the Agreement between the Parties, as well as all other legal acts and legal relations between the Main Contractor and the Subcontractor relating to the subject matter of the Agreement.

The Order and/or the PO and, in its absence, any Framework Agreement, together with the General Terms and Conditions of Subcontracting, constitute the whole of the Agreement between the Main Contractor and the Subcontractor.

Except for different or additional provisions accepted in writing by both Parties, the relationship between the Main Contractor and the Subcontractor shall be governed by the following Contract Documents:

- The Order/PO with attachments.
- The Framework Agreement (if applicable).
- The General Terms and Conditions of Subcontracting.

The Contractual Documents are listed hierarchically in the above enumeration in order of precedence, with the Contractual

Documents listed first taking precedence over the Contractual Documents listed later. The Contractual Documents are interpreted in function of each other.

1.2 Rights or defence

The non-exercise by the Main Contractor of any right or defence granted to it in the General Terms and Conditions of Subcontracting can never be interpreted as a waiver of Main Contractor's right or defence.

1.3 Alternative arrangements

It is only possible to derogate from these General Terms and Conditions if and inasmuch as this is agreed explicitly and in writing between the Parties.

1.4 Arrangement General Terms and Conditions of Subcontracting and other terms and conditions

By accepting the Order, the Subcontractor also agrees to the application of these General Terms and Conditions of Subcontracting.

Acceptance of these General Terms and Conditions of Subcontracting also implies that the Subcontractor fully waives the application of his own terms and conditions.

Any remarks about the aforementioned General Terms and Conditions or the communication by the other Party of other general terms and conditions will be settled as follows:

- if this happens at the time of acceptance of the Order/PO or just before the start of the Services, these remarks or other terms and conditions will NOT be considered. After all, in such case there can be no question of effective knowledge and acceptance of the remarks or the other general terms and conditions. The Agreement shall therefore be concluded with these General Terms and Conditions.
- if the remarks or other terms and conditions are communicated before the acceptance of the Order/PO, a written reply will be given as soon as possible. The Parties shall do what is necessary within a reasonable period of time that considers the (timeliness of) the start of the Services to reach an Agreement in good faith on any issues that are in dispute. In such case, the Agreement shall be concluded either in accordance with the negotiated terms and conditions or without applying the formulated remarks or the incompatible clauses of the two sets of general terms and conditions.

Article 2. Documents to be provided by the Subcontractor.

The Subcontractor shall provide a validly signed copy of the Order/PO and its attachments, as well as personal receipt Limosa declaration (L-1)/general receipt/detachment form (A1) in case of a non-Belgian company/employee and identity documents.

Additionally upon request, the Subcontractor shall deliver:

- Copy accreditation.
- List of personnel and equipment used to perform the Works.

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- All inspection certificates of the implements including CE inspection.
- Detailed planning of the Works, prepared in cooperation with the person in charge of the Main Contractor.
- Safety documents (Client letter of intent, Client notification documents, risk analysis, SCC certificate, HSE, safety passport),...
- Attestation of an insurance for civil liability towards third parties and work accident insurance.
- Certificate of applicable training (e.g., crane operator, aerial worker, etc.).

It is the Subcontractor's duty to provide this data to the Main Contractor on its own initiative. There is no obligation or liability on the Main Contractor to obtain this data.

If the Subcontractor fails to turn over the requested documents within eight (8) calendar days of being requested to do so by the Main Contractor, the Subcontractor shall be liable, without notice of default and only by failure to turn over all the documents mentioned in this article, to pay to the Main Contractor a non-refundable fee of €200, per calendar day and per document not handed over to the Main Contractor. The Main Contractor expressly reserves the right to deduct this compensation from the Subcontractor's invoices. This compensation shall not affect the Main Contractor's right to higher compensation if its actual damages suffered thereby exceed the above compensation.

Article 3. Price

3.1 The Price is specified in the Order/PO or in the Framework Agreement, if applicable. In principle, these prices remain valid even in the event of a change in quantities.

3.2. There can be no deviation from the Price as shown in the Order/PO or Framework Agreement, whatever are the expenses to properly perform the Works.

Thus included in the Price, this being a non-exhaustive list:

- all studies necessary for the proper execution of the Works, including (non-exhaustively) the preparation of a lifting plan and subsurface inspection.
- complying with all formalities and procedures to comply with applicable laws and regulations, in particular without limitation environmental laws and regulations, soil, including the delivery of a soil management report.
- labor regulations and taxation.
- All inquiries about cables and pipelines (including KLIP/KLIM).
- all material and equipment.
- all personnel costs, including overtime, weekend and shift work should this prove necessary to perform the Works within the execution time.
- All movements to and from the Site of personnel, materials, and equipment.
- general Yard Costs, including Subcontractor's own Yard equipment and safety facilities.
- Attending all Site meetings as requested by the Main Contractor.
- Attending safety and health coordination meetings as requested by the Main Contractor.
- all Works in order to obtain the delivery of the Works to the Client, as well as all Works necessary for the full completion of the Works to the satisfaction of the Main Contractor or the Client, in respect of which the Subcontractor takes the place of the Main Contractor.
- all measures and provisions so that the provisions of the Safety and Health Plan of the Safety Coordinator, and the

safety requirements of the Main Contractor and the Client are met.

- all fees and taxes.

The Subcontractor declares that he considers himself to be fully informed about all details of the Site and the Works to be performed. Weather delays shall not give rise to any additional charge.

A deviation from the agreed Price can only be proven by an express and special writing signed by a duly authorized person on behalf of the Main Contractor.

3.3 Additional work, reduced work or changes will be regulated as stated in article 6 of the General Conditions.

Article 4. Subcontractor's billing obligations, Day Reports and Final Settlement.

4.1 The Subcontractor may be paid only upon presentation of invoices that comply with all legal and regulatory provisions.

Invoices shall be sent in accordance with the progress of performance of the Works.

The following guidelines regarding invoices and credit notes should be followed in addition to those required by law:

- Send by mail (including multiple PDF invoices) to mail address: invoice@aertssen.be.
- Formats other than PDF will not be accepted.
- 1 PDF file = 1 invoice.
- Invoice attachments should be included in the same PDF file as the invoice.
- The invoices comply with the conditions included in article 5.
- No duplicate delivery electronic invoice or paper version-electronic delivery.
- If the invoices are not correct or not followed in accordance with the aforementioned guidelines and legal conditions, they will not be included in our accounts. This process is automatic, so your invoice will be considered unsent.

4.2 All invoicing will be on the basis of Day and/or Week Report(s), all depending on the arrangements, completed by the Subcontractor, and signed by the Main Contractor. Such signature shall not constitute acceptance of the Work performed. If the Subcontractor wishes to invoice the performance of Works in accordance with unit prices not included or provided for in the Contract Documents, the invoice must be accompanied by a Day Report signed by the project manager/contact person appointed by the Main Contractor that includes a written justification submitted by the Subcontractor in support of the proposed unit prices and amounts.

4.3 By submitting its invoice, the Subcontractor waives any other claim against the Main Contractor with respect to the invoiced work, subject to the release of the deposit.

If the Main Contractor does not agree with the invoice prepared by the Subcontractor, the reasons shall be made known to the Subcontractor within thirty (30) working days. The Subcontractor shall submit its counterproposal within fifteen (15) working days.

Article 5. Invoicing terms and conditions

Invoices can only be accepted with the inclusion of:

- the name of the project.
- the reference.
- copy of the Day and/or Week Reports.

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- the PO number.
- the personnel deployed and the hours performed.
- the material provided.
- a valid attestation of social and fiscal debts of the Subcontractor and its Subcontractors, if any.

5.1 Issue of invoice-incorrect invoice

If the invoice does not meet any of the above requirements and/or the Day and/or Week Reports have not been signed off and/or breaks/work stoppages have not been properly accounted for (e.g. charged to the Main Contractor), the rates or minimum hours of deployment are not in compliance with the Order/PO, then the invoice will not be accepted and payment will be suspended until all invoice requirements have been met and/or the Day and/or Week Reports and/or invoices have been corrected.

If necessary, the Subcontractor will provide the Main Contractor with a credit note and a new invoice.

The deployment of additional equipment and any additional Services will be billed with separate invoices.

5.2 Payment terms

Invoices meeting the above conditions are payable sixty (60) days after invoice date.

5.3 Interests and set-off

In the event of late payment, the Main Contractor shall only owe default interest calculated from the fifteenth calendar day after receipt of the Subcontractor's registered notice of default to proceed with payment. This late payment interest shall be calculated at the legal interest rate as stipulated by the Belgian Law of August 2, 2002 on combating late payment in commercial transactions.

All payments or abatements by the Main Contractor shall be charged first to the principal sum, and only thereafter to interest and costs, the Parties expressly derogating from article 5.210 of the Belgian Civil Code.

The Main Contractor shall always be permitted to offset the Subcontractor's invoices against any claims that the Main Contractor may have against the Subcontractor, regardless of the cause of such claim, even if such claims of the Main Contractor are not certain, fixed and due, the Parties expressly derogating from article 5.255 of the Belgian Civil Code. When both claims become due and payable back and forth, the offset at that time shall take place immediately, automatically and by operation of law, even if the amounts owed by the Subcontractor to the Main Contractor are uncertain, disputed or not certain.

5.4 Payment does not constitute approval of invoiced performance

Payment of an invoice does not imply any approval of the invoiced performances, deliveries or generally the Works performed by the Subcontractor, nor of the quantities charged. These payments are considered advances and are deducted from the final invoice. They in no way reduce the Subcontractor's liability.

5.5 Deductions and suspensions

Errors or defects, omissions, tardiness, damage to other Works, violation of legal, regulatory or conventional provisions (in the broadest sense of the word), etc., may give rise to the provisional withholding of all or part of the amounts due to the Subcontractor until the identified deficiencies have been

repaired in accordance with the rules of art and good workmanship.

Accordingly, the Main Contractor reserves the right to make justified complaints at any time and make payment contingent on the consequences given to the complaint. Inability or unwillingness to act on such complaints within a period of five (5) calendar days after notification of the complaints may also give rise to final deductions from the statement of claim and billing, or to set-off at the time of final settlement.

All fines, costs and other fees applied to the Main Contractor by the Client and/or any other third party (including tax authorities and National Social Security Office) pursuant to Services performed by the Subcontractor shall be deducted from the payment to the Subcontractor or shall be paid by the Subcontractor on demand.

If the Main Contractor has not been paid in full by the Client, partly as a result of an error/deficiency (in the broadest sense of the word) which for some reason is attributable to the Subcontractor, the Main Contractor shall be entitled to suspend payments to the Subcontractor until and to the extent that it has been paid in full by the Client.

5.6 No tacit acceptance of invoices

Under no circumstances can invoices be tacitly accepted by the Main Contractor.

Article 6. Changes, additional work and reduced work

6.1 Less work

In application of article 1794 of the Belgian old Civil Code, the Main Contractor may at any time, either on its own initiative or at the request of the Client, architect, or others, cancel Works in whole or in part, without giving any reason. The Subcontractor will only be entitled to compensation for the Works performed, excluding adjustment of the Price or compensation for loss of profit.

6.2 Additional work or changes ordered by the Main Contractor

The Main Contractor may at any time, either on its own initiative or at the request of the Client or others, amend the Services and order additional work in writing.

Changes to the Services and/or additional work shall not entail an extension of the performance period, adjustment of the Price or compensation except with the written approval of the General Contractor prior to the execution of the changes.

If the Subcontractor is entitled to compensation for these changes and/or additional Works or an adjustment of the Price, such compensation or adjustment shall be determined on the basis of the prices as included in the Order/PO or Framework Agreement. If no prices are included or in the absence of a price for such Works, a new price will be determined by mutual Agreement between the parties prior to the execution of the changes or additional works. Failing this, the prices shall be determined unilaterally by the Main Contractor, without prejudice to the rights of the Parties.

Under no circumstances may any dispute concerning the new Price to be applied be invoked to justify a refusal by the Subcontractor to commence or continue the Works or additional work in question.

6.3 Additional work or changes requested by the Subcontractor

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The Subcontractor is always entitled to propose changes and/or additional work, but may not perform any changes and/or additional work without the prior written Agreement of the Main Contractor.

Changes and/or additional work carried out without the prior written Agreement of the Main Contractor shall in no case give rise to an extension of the period of performance or to an increase in the Price or to any other compensation in favor of the Subcontractor, and shall be deemed to have been carried out for the benefit of the Main Contractor and already included in the Price.

The Subcontractor shall be entitled to an adjustment of the Price or performance period only if and to the extent granted by the Client.

6.4 Works on a cost – plus basis

The Main Contractor reserves the right to commission the Subcontractor to perform Works on a cost - plus basis in exceptional cases. These Works must be the subject of a prior written Agreement on cost – plus basis rates.

The Subcontractor shall prepare a Day Report for the Works on cost-plus basis, the model of which has been previously accepted by the Principal Contractor’s appointee.

This Day Report states:

- the date of the intervention.
- the nature and location of the Services realized.
- a detail of the hours worked, and the materials or equipment supplied.
- the total price for each item in application of the agreed hourly rates and unit prices.

The Subcontractor shall deliver this Day Report in duplicate daily to the Subcontractor’s appointee for approval. An approved, but if necessary corrected, copy shall be returned to the Subcontractor, who shall attach it to his invoice. The Subcontractor may receive reimbursement only for performance for which the Day Report has been approved. Such approval does not imply any acceptance or approval of the Works concerned.

Article 7. Commencement of the Works, execution time, scheduling, and late execution

7.1 Commencement of the Works

The Subcontractor shall notify the Main Contractor in a timely manner what information it still needs to have in order to start the Services as scheduled.

If the Main Contractor is unable to make the Site available to the Subcontractor on the scheduled date, the Subcontractor shall be granted a proportional extension of time, but the Subcontractor shall not be entitled to any compensation. The Subcontractor shall in addition make every effort to shorten the new deadline as much as possible.

7.2 Execution terms

7.2.1

The Services must be performed in compliance with the schedule and must be fully completed within the execution period. The Subcontractor undertakes to comply strictly with the agreed execution period. This constitutes an obligation of result.

The Subcontractor shall maintain a sufficient work and shift force at all times during the performance period and continue the Services without interruption.

7.2.2

The execution period shall be determined considering all foreseen and unforeseen circumstances and risks that might occur. The Subcontractor may only invoke the cases of force majeure and weather delays accepted by the Client.

The Main Contractor reserves the right to postpone all or any part of the Works to a later date if it notifies the Subcontractor in writing within five (5) working days. If the Subcontractor does not agree to this, it shall notify the Main Contractor in writing within five (5) working days.

If and to the extent that the Client provides for and actually disburses to the Main Contractor compensation for the additional costs of an extension of the performance period, and if such extension is due exclusively to acts or omissions of the Client, the Subcontractor shall be entitled to proportionate compensation based on the disbursed cost of the additional and proven use of equipment and personnel at the Site. The Subcontractor may not use any discussion between the Main Contractor and the Client to suspend or delay the performance of the Works.

The Subcontractor shall not be entitled to any compensation to cover overhead, risk or loss of profits.

7.3 Planning

The scheduling of the Works is in accordance with the Order/PO.

This schedule may be changed during the execution of the Works. The changes shall be announced to the Subcontractor in good time. The Subcontractor shall immediately contact the Site Manager/Project Manager in order to determine the new execution schedule by mutual Agreement, in full coordination with any other work. Changes in the schedule due to circumstances not attributable to the Main Contractor shall not entail extension of the execution time or change in the Price. The Subcontractor undertakes to comply strictly with the newly agreed performance schedule.

7.4 Compensation for delay

7.4.1

As compensation for the damage suffered by the Main Contractor as a result of the Subcontractor's delay, the Main Contractor shall be entitled to impose on the Subcontractor daily liquidated damages equal to at least 0.2% of the total contract value and for each calendar day of delay with a minimum of €500 per calendar day of delay, automatically and by operation of law, without the requirement of prior notice of default, without prejudice to the Subcontractor's right to full compensation for all damages on account of the delay attributable to the Subcontractor that would not be covered by such liquidated damages. The Subcontractor shall also compensate and indemnify the Main Contractor in full for claims and demands of third parties such as the Client on account of such delay.

7.4.2

The fees stated above shall apply to non-compliance with the performance deadline, any partial and/or interim deadlines.

Article 8. Execution of the Works

8.1 Subcontractor’s Competence

The Subcontractor shall be deemed to have the required skill, expertise, and professional organization to perform the Services in accordance with the Contract Documents and within the performance period.

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The Subcontractor declares to be fully and sufficiently familiar with the Contract Documents and all other documents governing the Services, including applicable technical regulations and standards for the performance of the Services. He declares to be sufficiently familiar with the Site and the condition, nature and stability of the soil and all present and adjacent structures. He has already visited the Site for this purpose.

8.2 The proper execution of the Works in accordance with the Contract Documents

8.2.1

The Subcontractor shall perform the Works in accordance with:

- the Contract Documents.
- the instructions of the Main Contractor and Safety Coordinators, in accordance with article 10.1.
- applicable law and all other applicable regulations, in the broadest sense.
- trade customs and commercial practices, both in the industry and specifically customary between the Parties, to the extent not deviated from in the Contract Documents.
- applicable technical regulations and standards.
- the rules of art, good craftsmanship and contemporary techniques.

He shall perform the Services in compliance with the written and oral explanations given by the Main Contractor during the performance of the Services and this with regard to all the execution details and all clarifications of the plans and of the descriptive state of the Services.

If certain execution details are not mentioned on the plans or in the specifications or are unclear, the Subcontractor is assumed to know them, as they are part of the rules of good craftsmanship specific to his profession. In any case, it is part of his responsibility to request clarification if necessary.

He shall use materials of exceedingly high quality in performing the Services, according to the various conditions and specifications stated in the Contract Documents, and according to the reasonable requirements of the Main Contractor and Client.

8.2.2

At any time during the execution of the Works, the Main Contractor and the Client may carry out all checks, tests, and trials (or have them carried out) to find out whether the Services already performed, and materials supplied or used conform to the Contract Documents.

If the inspections, trials, and tests, were mentioned in the Contract Documents, the cost of these are included in the Price. These inspections, tests and trials may not give rise to any additional payment or extension of the performance period and shall take place at the Subcontractor's risk.

If the checks, trials, and tests were not provided for in the Contract Documents, the costs thereof shall be advanced by the Main Contractor or the Client requesting them, respectively. If these checks, trials, and tests show that the controlled Works do not meet the requirements of the Contract Documents, these costs shall be borne by the Subcontractor. If the contrary is found, these costs shall be borne by the Main Contractor or the Client requesting them, respectively. In any event, these inspections, tests, and trials may not give rise to additional compensation or an extension of the performance period. The Subcontractor, the Main Contractor and the Client may request a counter-test. The cost of such counter-tests shall be advanced by the party requesting such counter-test. If this

counter-test shows that the Works covered by this counter-test do not meet the requirements of the Contract Documents, these costs shall be borne by the Subcontractor. If the contrary appears, these costs shall be borne by the Main Contractor or the Client, respectively, who requested this counter-test. In any event, these additional tests may not give rise to additional compensation or an extension of the performance period.

Neither the fact of the inspections, tests, or trials, nor the results thereof, can constitute an acceptance on the part of the Main Contractor or the Client of the timely, proper, or compliant performance of the Works.

8.3 Site organization

8.3.1

The Subcontractor undertakes to cooperate fully and perfectly with the other Subcontractors and side contractors on the Site and must immediately notify the Main Contractor in writing of any problems related to these obligations.

8.3.2

The Subcontractor undertakes, during the execution of the Works, at the first request of the Main Contractor and whenever he is notified that the Works will be discussed, to participate in the Site meetings (Site, safety and coordination meetings) and to be represented therein by a delegate authorized for this purpose, who is proficient in the language imposed on the Site, who has sufficient technical knowledge in the subject matter of the Works and who has the authority to commit the Subcontractor and to provide the necessary explanations, whenever this may be necessary.

The minutes or record of the meeting shall have the same probative value against the Subcontractor as a registered letter.

8.4 Reliance on Subcontractors or third parties by the Subcontractor

8.4.1

The Subcontractor is prohibited from subcontracting part or all of the Works in turn, unless with the prior written Agreement of the Main Contractor and subject to compliance with what is provided in this regard, including in articles 10 and 11.

This refusal may occur, among others, but not exclusively, in case of legal restriction vertical chain, in case of suspected false self-employment of the Subcontractor(s) concerned or in case of indications of technical incompetence of the Subcontractor(s) concerned. He must obtain this Agreement at least five (5) working days before the start of the Subcontractor's Works.

Any such Agreement shall not relieve the Subcontractor of its obligations to the Main Contractor or the Client. The Subcontractor itself remains fully responsible for the proper performance of the Works.

The Subcontractor shall be solely responsible for communicating the identity of its Subcontractors to the Main Contractor for purposes of the mandatory "Declaration of Works." The Subcontractor expressly accepts that it must notify each of its Subcontractors in writing to the Main Contractor. He shall report the identity of his Subcontractors to planningAK@aertssen.be no later than eleven (11) a.m. the day before they start the Works. The Subcontractor assures that its own Subcontractor complies not only with the obligations of this Agreement, but also with all social, tax and labor regulations. In particular, the Subcontractor expressly accepts that it must indemnify the Main Contractor for all fines and costs of any kind imposed on the Main Contractor.

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The Subcontractor further formally undertakes to prohibit its own Subcontractor from further subcontracting in turn, except with the prior written consent of the Main Contractor, at least five (5) working days prior to the execution of the Subcontracting Agreement. This condition of consent applies to all links in the chain, from the first to the last level of Subcontracting so that the prior Agreement of the Main Contractor is always necessary for the entire chain.

The Main Contractor reserves the right to deny the (sub)contractor access to the Site if the prior Agreement of the Main Contractor regarding this (sub)contractor has not been obtained.

The Subcontractor shall fully indemnify the Main Contractor for damages and all other adverse consequences arising, directly or indirectly, from a direct claim by the Subcontractor's Subcontractors against the Main Contractor on the basis of article 1798 of the Belgian old Civil Code. The Subcontractor shall reimburse the Main Contractor in full for all costs directly or indirectly caused thereby, including the costs of technical and legal assistance.

8.5 Temporary interruption

The Main Contractor may at any time impose the suspension of all or part of the execution of the Works if certain circumstances so require, such as, but not limited to, cases of force majeure. The Subcontractor shall hereby do what is necessary to protect and maintain the Site and the Works already executed during the suspension and to protect them from theft and damage due to weather conditions or malicious intent. Such suspension shall entail an extension of the execution period or compensation to the Subcontractor only if the Main Contractor has received at least a proportionate countervalue from the Client. The Main Contractor's responsibility is limited to forwarding, to the extent reasonable, the Subcontractor's requests. The Subcontractor is obliged to inform the Main Contractor as soon as possible, but at the latest within eight (8) calendar days after the notification of a suspension. The Works shall be restarted as soon as such notice is given.

8.6 Surveillance and using each other's materials and tools

The Subcontractor is responsible for the custody and safekeeping of its own goods, materials and Works and those parts of the Site it uses.

All goods and materials stored and placed on the Site by the Subcontractor shall be adequately protected by itself and shall remain under its full responsibility. Consequently, the Main Contractor shall never be held liable for any damage and loss of such goods and materials, including theft or vandalism.

Unless otherwise agreed, the Subcontractor is prohibited from using any tools, implements or equipment owned by the Main Contractor.

Article 9. Duty to provide information

The Subcontractor shall immediately inform the Main Contractor of any difficulty arising during the performance of the Works which is of a nature to disrupt punctual performance and its good and proportionate consistency.

Article 10. Safety, health, and environment

10.1 Subcontractor's obligations

When performing the Works, the Subcontractor shall be responsible for itself, its personnel, any Subcontractors and temporary workers for compliance with all legal, regulatory and

conventional provisions relating to labor protection (safety, health, environment, etc.) as stipulated, inter alia, in the Section 4, Chapter V of the Act of 4 August 1996 on the well-being of employees during the performance of their work, its amendments and implementing decrees, the Codex, the ARAB, the AREI, the environmental legislation in force and, more particularly, in the Belgian Royal Decree of January 25, 2001 and its amendments concerning temporary or mobile construction sites.

When performing the Works, the Subcontractor is responsible for himself, for his personnel, for his Subcontractors, if any, and for temporary workers for compliance with the provisions of the Safety and Health Plan of the Safety Coordinator, the Site regulations, the specific safety guidelines of the Main Contractor or those of the Client.

Under no circumstances shall the collective protective equipment be removed, moved, or modified by the Subcontractor.

All delegates and employees of the Subcontractor are required to use at the Site the required and necessary personal protective equipment provided by the Subcontractor on its sole responsibility. Under no circumstances can the Main Contractor be held responsible for unanticipated or defective or inappropriate personal protective equipment. The Subcontractor shall comply without delay with the comments expressed by the safety coordinator, prevention advisor, the Site Manager, and the Project Manager in the field of safety, health, or environment. Under no circumstances shall any stoppage of the Works incur additional costs or compensation or extend the execution period.

In accordance with the provisions of the Act of 4 August 1996 on the well-being of employees during the performance of their work, the Codex and the ARAB, the Subcontractor shall be required to communicate the instructions in the field of safety, health and environment to all its personnel charged with the performance of the work, its Subcontractors, if any, suppliers, temporary workers and appointees in a language understandable to them.

The Subcontractor, its personnel, its Subcontractors, and temporary workers, if any, undertake to deploy on the Site only medically fit and adequately qualified persons, who are aware of the risks associated with their profession and the preventive safety measures to be followed to remedy those risks. If a member of staff does not know the existing instructions, he may be refused access to the Site. Any employee employed by the Subcontractor holding a safety position must be suitable for this task, including any Subcontractors and temporary workers. This must be substantiated by a valid medical certificate.

The Subcontractor accepts the contents of the Site regulations, a copy of which can be found as an attachment to the Order/PO. The Subcontractor shall act in full compliance herewith and shall also impose this in full on its Subcontractors, suppliers, and personnel. The Subcontractor must return the declaration of intent completed in full and signed to the Main Contractor prior to commencement of the Works. He also agrees to be present at the Health and Safety coordination meeting held at the Site.

Upon simple request, the Subcontractor, or its Subcontractors, if any, of the hazardous products, work equipment and/or machinery used shall produce the necessary safety documents, certificates, and inspection certificates.

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The Subcontractor, its personnel, its Subcontractors (if any), its staff and its temporary workers are in all circumstances obliged to provide at the Site a shift manager who understands and speaks the Dutch language at all times when foreign-language employees of the Subcontractor are deployed at the Site. Obviously, the shift supervisor shall speak and understand the language of his/her foreign speaking colleagues. This person must be present at all times when Subcontractor personnel are present at the Site. The Subcontractor is required to translate in writing the welcoming brochure, Site regulations, specific safety guidelines, toolbox meetings and other communication documents relating to well-being on the Site into the language of its personnel, and those of any Subcontractors and temporary workers who will be deployed on the Site.

The Main Contractor declines all responsibility for accidents occurring as a result of use by the Subcontractor, its Subcontractors, and temporary workers, if any, of the Main Contractor's equipment (scaffolding, ladders, etc.). Before allowing its personnel to use it, the Subcontractor shall ensure that the equipment fully complies with the applicable regulations, standards, provisions, customs, and practices. The Subcontractor waives the right to invoke defects in the equipment provided.

The Subcontractor must at all times take all required measures to prevent environmental violations, incidents, and calamities. All costs for this are included in the Price.

The Subcontractor is obliged to immediately notify the Main Contractor and the respective official authorities of any environmental infringements, incidents and emergencies that may nonetheless occur as a result of the execution of the Works, notwithstanding the previous paragraph. Where applicable, he is also obliged to immediately take the necessary measures to avoid expansion, as well as to prepare an action plan with corrective and preventive measures, which, however, can only be implemented after their approval by the respective authorities and by the Main Contractor. All costs arising out of or related to eventual environmental breaches, incidents and calamities arising as a result of the execution of the Works shall be borne entirely by the Subcontractor.

The Subcontractor also notes that full compliance with the "code of conduct of Aertssen Group" is essential and shall act accordingly at all times. This code of conduct will be provided again upon simple request. It can also be consulted on the Aertssen website: <https://www.aertssen.be/uploads/GA-HR-GOV-0001-Code-of-conduct-NL.pdf>.

10.2 Accidents at work

In accordance with article 94ter§2 of the Act of 4 August 1996 on the well-being of employees during the performance of their work the Subcontractor undertakes to designate, prior to the commencement of the Works, the prevention advisor who will be in charge of the investigation around possible major accidents that would occur as a result of the execution of the Works.

The Subcontractor is required to immediately notify the Main Contractor of all incidents and industrial accidents involving any of its own employees or any of its Subcontractors' employees, as well as to provide the Main Contractor with the number of days lost due to industrial accidents on a monthly basis.

The Subcontractor is required to provide the report form of an accident at work to his insurance by e-mail for notification to the Site management of the Main Contractor.

If it concerns a serious accident in the sense of the Belgian Royal Decree of February 24, 2005, and a detailed report must be drawn up, the Subcontractor must submit this report to the Site management of the Main Contractor for review at least two (2) working days before sending the report to the competent authorities. At the time of submission of the final detailed report to the competent authorities, the Subcontractor shall provide a copy thereof to the Main Contractor.

The definition of a "Serious Occupational Accident" is defined in Article 26 of the Act of 4 August 1996 on the well-being of employees during the performance of their work.

10.3 Non-compliance with these obligations

Non-compliance by the Subcontractor itself, its personnel, its Subcontractors (if any), its staff and temporary workers with its health and safety obligations shall imply that the Main Contractor, after notice of default by the Subcontractor, may take all measures at the Subcontractor's expense pursuant to Art. 29 of the Act of 4 August 1996 on the well-being of employees during the performance of their work to ensure compliance with the health and safety obligations and this without prejudice to the right of the Main Contractor to terminate the present Agreement at the Subcontractor's expense.

In case of serious and imminent danger, the Main Contractor is exempt from the notice of default referred to in the previous paragraph.

In case of violation of the safety rules by a specific person, he/she may be immediately denied access to the Site, without this giving rise to an increase in the Price or any other additional compensation, nor to an extension of the execution time.

Article 11. Subcontractor's personnel.

11.1 Personnel: general

11.1.1 Electronic attendance recording

In accordance with Section 4, Chapter IV (art. 31bis to 31sexies) of the Act of 4 August 1996 on the well-being of employees during the performance of their work, the Subcontractor and its Subcontractors shall be required to register, on a daily basis, all data relating to the presence at the Site of any person performing the Works on their instructions, and this before such person enters the Site. The Subcontractor undertakes to effectively and correctly register this data or have it registered, in accordance with the instructions of the Main Contractor, and to transfer this information to the NSSO's database. This obligation applies to all levels of Subcontracting. In this regard, the Subcontractor is reminded that this must be done in compliance with article 280 of the Law of July 30, 2018, on the protection of natural persons with regard to the processing of personal data.

The Subcontractor shall be liable to compensate the Main Contractor for all possible costs and losses (including fines incurred by the Main Contractor) resulting from the Subcontractor's failure to comply with the aforementioned legislation regarding the registration of presences, by its Subcontractors by any subsequent Subcontractor or by any person who enters the place where the Works referred to in this Agreement are performed on behalf of any of them.

11.1.2 Competence

The Subcontractor undertakes to employ only suitable and competent personnel in sufficient number, considering the Site's capabilities, to ensure execution of the Works in accordance with the Contract Documents. The Main Contractor may, at any

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time, reject personnel it considers insufficiently competent, without this giving rise to any form of compensation to the Subcontractor or to an extension of the execution time. The Subcontractor shall, in the event of refusal of personnel by the Main Contractor, immediately proceed to replace them with sufficiently competent personnel.

The Subcontractor also undertakes to employ on the Site only personnel for whom all the legal, regulatory and conventional provisions and collective labor Agreements relating to general working conditions and to taxation and social security (wages, social/fiscal charges, insurance, working hours, safety, hygiene, etc.) are complied with, as well as to have them complied with by its Subcontractors, if any, and by any person who puts personnel at its disposal.

11.1.3 Wage

The Subcontractor undertakes, on its own responsibility, to pay its personnel wages and allowances in accordance with the regulations in force for the subcontracts in question, more generally, to comply with all fiscal and social legislation, as well as labor regulations, applicable to the personnel it employs within the framework of the execution of the Works.

The Subcontractor confirms that it complies and will comply with its obligation to pay its employees the wages due in a timely manner. He also enforces this obligation by his Subcontractors or the third parties he calls upon.

The information regarding the wage due is included on the Internet site: <https://www.werk.belgie.be> (theme "" > "Minimum Wages" and, specifically for a foreign Subcontractor, theme "International" > "Posting"). The Subcontractor confirms to have received the notice from the Main Contractor regarding the Internet site on which the information regarding wages due is contained and shall ensure that its Subcontractors or third parties it calls upon are also aware of this Internet site.

To this end, the Subcontractor and the Main Contractor shall sign the annex , called "Declaration on the joint and several liability of the direct contractor for the payment of wages" and shall respect the same remuneration package, valid in the country where the service is performed - among other laws or universally binding collective bargaining Agreements/sector - collective bargaining Agreements imposed.

11.1.4 Instructions

The Subcontractor's personnel shall, in exceptional circumstances, follow the instructions of the Main Contractor at the Site to the extent necessary for the concrete execution of the Works. These technical or practical instructions relate exclusively to the planning of the Agreement to be executed; the Client's circumstances, procedures and practices, which must be taken into account for the fulfillment of the assignment; the specific characteristics, properties and requirements of the assignment and the Site; access to the Client's sites and/or facilities necessary for the fulfillment of the Agreement; use of the Client's goods, facilities and/or infrastructure necessary for the fulfillment of the Agreement and anything relating to health and safety. These instructions in no way imply an erosion of the Subcontractor's employer authority and do not in any way affect the Subcontractor's liability.

In accordance with article 31, § 1, paragraphs 2 and 3 of the Belgian Law of July 24, 1987 on temporary work, temporary employment and the posting of workers for the benefit of users, the parties acknowledge and accept that the compliance by the Main Contractor with the obligations incumbent on it regarding well-being at work, as well as the instructions that would be

given by it for the provision of Services and/or the products by Subcontractor, cannot be considered as any exercise of authority by its on the personnel that the Subcontractor would use for the provision of the Services and/or the products.

In order to allow the Main Contractor to give any instructions falling within the provisions of the Belgian Law of July 24, 1987, the Subcontractor shall appoint a person as contact person for the Main Contractor (the "Central Contact Person"). This Central Contact Person shall then provide instructions to the Subcontractor's personnel, regarding the correct delivery of Services and/or products. In case of unavailability of this person, the Subcontractor shall immediately notify the Main Contractor and the Subcontractor shall appoint a substitute Central Contact.

The Subcontractor shall ensure that its Subcontractor(s) have its own responsible person on site as a point of contact.

Violation by the Subcontractor of the obligations described in this article shall entitle the Main Contractor to cease cooperation at any time and to terminate all Agreements concluded between the Parties regarding the provision of the Services and/or the products, without the Main Contractor being liable to pay any compensation.

11.2 Non-Belgian companies - Limosa declaration - posting form (A1)

11.2.1

For labor services performed in Belgium, the foreign Subcontractor must comply with the labor, wage and employment conditions determined by Belgian legal, administrative, or conventional provisions that are criminally enforced. These are essential provisions that ensure the protection of the rights of workers (including posted workers) in Belgium.

If the Subcontractor or one of its Subcontractors is a non-Belgian company, organization, employer or self-employed person, the obligation of a Limosa and without reservation the legal texts of Chapter 8 of Title IV of the Program Law of December 27, 2006 (articles 139 to 164), published in the Belgian Official Gazette on December 28, 2006 and confirmed by the Royal Decree of March 20, 2007, published in the Belgian Official Gazette on March 28, 2007 shall apply.

The Subcontractor declares to have informed himself about this and to know his obligations in this regard. He declares to be aware of the document "Administrative Instructions", as found in four (4) languages on the website www.limosa.be under item "Notification Obligations". The Subcontractor expressly accepts that these obligations constitute obligations of result.

For each foreign employee/self-employed person assigned to the Site by or through the Subcontractor, a copy of the Limosa declaration -1 receipt shall be sent by the Subcontractor to the Main Contractor at the e-mail address planningAK@aertssen.be, together with a general receipt listing all notified employees as well as the A1 certificate of posting, no later than eleven (11) a.m. the day before the start of the Works. This obligation shall also apply to any extension of the initial performance period, provided that a new notification and submission of receipt shall be required no later than forty-eight (48) hours before the start of the extension.

The Subcontractor undertakes that all of its non-Belgian personnel have at all times during the performance of the Works:

- their personal posting form (A1).

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- their personal receipt Limosa declaration (L1).
- their proof of identity or passport.

The Subcontractor agrees to cooperate at all times with any identity checks required to verify the authenticity of these documents.

If the Subcontractor is unable to produce any of these documents, the Main Contractor shall deny the Subcontractor and its personnel access to the Site.

11.2.2

The Subcontractor expressly declares that it does not (will not) employ personnel residing illegally in Belgium, nor does it (will not) use Subcontractors who employ people residing illegally in Belgium. The Subcontractor shall ensure that its Subcontractors, if any, also expressly declare that they do not (will not) employ personnel residing illegally in Belgium, nor (will they) use Subcontractors who employ people residing illegally in Belgium.

11.3 Additional costs and penalties

All costs and fines pursuant to non-compliance with the legal provisions, including the various implementing decrees, of the above provisions shall be borne by the defaulting Subcontractor. The latter is therefore bound, upon simple demand, to reimburse the Main Contractor for all possible costs and penalties. The Main Contractor shall also be entitled to offset all amounts of such costs and penalties against all amounts due to the Subcontractor and thus also deducted from the invoices.

Article 12. Accreditation, fiscal and social debts

12.1 Approval of Subcontractor

The Subcontractor declares to be approved under a public contract in the class and category or subcategory corresponding to the Works. The Subcontractor shall also ensure that its Subcontractors, if any, and the Subcontractors of its Subcontractors, if any, have the accreditation corresponding to the nature and scope of the Works entrusted to it.

12.2 Fiscal and social debts

The Subcontractor also declares that he or one of his Subcontractors has no social or fiscal debts within the meaning of art 30bis of the Law of 27 June 1969 and of articles 53 - 59 of the Law of 13 April 2019 of the amicable and enforced recovery of fiscal and non-fiscal debts and is not in violation of current labor regulations. He provides proof of this by submitting a recent copy of the publicly accessible database of the NSSO or the tax authorities, stating that there is no withholding obligation due to social or fiscal debts. The Subcontractor is obliged to provide this proof at the time of contract conclusion as well as at the time of invoicing, and to submit a certificate from its Subcontractors and its Subcontractor's Subcontractors.

If during the execution of the Works, social or fiscal debts in the aforementioned sense arise on the part of the Subcontractor or any of its Subcontractors or their Subcontractors, the Subcontractor shall immediately inform the Main Contractor thereof by registered letter. In any event, the Subcontractor shall immediately report irregularities on the part of its Subcontractors or any of their Subcontractors to the Main Contractor in writing and inform the competent authorities.

If the Subcontractor has social or fiscal debts, the Main Contractor shall withhold from payments to the Subcontractor the amounts calculated in accordance with applicable laws and regulations and forward such amounts to the appropriate administrations. The Subcontractor shall also do so if any of its Subcontractors has such debts. The Subcontractor shall provide proof of such withholding to the Main Contractor.

In addition to the legally required deductions mentioned in this article, the Subcontractor shall be obliged to reimburse the Main Contractor for all possible expenses incurred due to non-compliance with the obligations referred to in this article.

In the event that through the actions of the Subcontractor or any of its Subcontractors or their sub-Subcontractors a situation arises that may lead to the application of article 30bis §3/1 NSSO Law or article 54 of the Law of 13 April 2019 of amicable and enforced recovery of fiscal and non-fiscal debts, regarding the joint and several liability for social or fiscal debts of Subcontractors or Subcontractors, then the Main Contractor shall be entitled to immediately make all deductions from the Subcontractor's assets until payment of the amount that could possibly be claimed by the NSSO or the tax authorities in application of these articles.

The Main Contractor also reserves the right, in the above cases, to immediately terminate this Agreement at the Subcontractor's expense without notice of default.

The Subcontractor shall indemnify the Main Contractor against all claims, inter alia for back wages, tax and/or social debts, submitted to the Main Contractor by the NSSO administration, the tax authorities, personnel of the Subcontractor, personnel of the Subcontractor's Subcontractors or any other competent authority. If any claim, in whatever form, is made against the Main Contractor, the Main Contractor shall be entitled to proceed to withhold all payments to the Subcontractor.

Article 13. Contractual default

13.1 Determination of contractual defaults

Among other things, the Subcontractor is considered to be in breach of its contractual obligations in the following circumstances:

- if the Subcontractor fails to perform the Agreement in accordance with the terms of the Agreement as set forth in the Contract Documents or fails to comply with all other requirements made of him, expressly or according to trade custom, more particularly, but not exhaustively, according to the rules of art and good craftsmanship whereby even the slightest contractual error shall be considered.
- if the Works are not completed within the performance period.
- if the Subcontractor fails to execute, comply or cause to be complied with the regularly given instructions of the Main Contractor in a timely and proper manner.
- in case of violation by the Subcontractor of applicable legal and regulatory provisions, in particular applicable social, labor and tax regulations.
- failure to meet the conditions of accreditation.
- employment of illegal residents.
- if the Subcontractor fails to meet the insurance obligations set forth in article 17.

In particular, but not exclusively, a contractual failure shall be any failure that places or threatens to place the completion of the Main Contractor's contract in conduct, including in terms of the performance period or when the Main Contractor's deliveries or performance are not likely to be accepted by the Client.

The Subcontractor's default may be determined, among other things, on a regular basis by notification to the Subcontractor by the Main Contractor by registered letter.

As soon as the Subcontractor receives a registered letter from the Main Contractor establishing its default, the Subcontractor

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must communicate its complete and adequately reasoned defense by registered letter to the Main Contractor within five (5) calendar days from the sending of this letter, making all appropriate observations. In this letter, the Subcontractor shall make any proposals to correct its deficiencies.

In the absence of the Subcontractor's defense in this sense and sent within the above-mentioned period after sending the above-mentioned letter from the Main Contractor, date as stamped by the Belgian Post, the Subcontractor shall be irrefutably deemed to agree with the content of the notice of default. This will be considered as an acceptance of his being in default.

The formalities imposed above shall not apply in case of employment of illegally residing third-country nationals by the Subcontractor and shall not prevent, in cases of urgency, the initiation of proceedings before the interlocutory court.

The Subcontractor shall immediately report in writing to the Main Contractor any fact or circumstance that might constitute its default.

13.2 Means of Action of the Main Contractor

If the Works, optionally after inspection, are found not to meet the requirements as stipulated in the Contract Documents or additionally attributed to them by the Subcontractor, the Subcontractor shall, within five (5) working days of the determination and notification thereof by the Main Contractor, arrange for immediate repair or replacement of the Works. This shall not give rise to any compensation to the Subcontractor or an extension of the performance period. If the Subcontractor fails to fulfill this obligation, the Main Contractor shall be entitled to have the necessary Works performed by a third party, or to take measures itself or have measures taken by a third party, all at the Subcontractor's expense and risk.

Moreover, the Subcontractor remains obliged to leave on Site the equipment, tools and resources which it has brought, and which are necessary for the execution of the Works until the complete execution of the Works, even if they are done by the Main Contractor or by a third party. The Main Contractor may exercise a lien thereon for the entire duration of the remaining Works.

The Subcontractor shall be liable to reimburse the Main Contractor for all direct or indirect costs and damages resulting from the Subcontractor's non-performance of the Contract or its violation of any of the statutory and/or regulatory provisions in the broadest sense. The Main Contractor shall be entitled to deduct from all sums still due to the Subcontractor for any reason. The Subcontractor is solely responsible both to the Main Contractor and to third parties, including the Client, for the quality of the Works performed as described in the Contract Documents. He indemnifies the Main Contractor for all consequences if the Works do not meet the requirements set by the Contract.

The Main Contractor shall also always have the option in the event of contractual failure by the Subcontractor to terminate the Agreement on behalf of the Subcontractor in accordance with article 15.3.

Article 14. Deposit

14.1 Security deposit

The Main Contractor shall be entitled to request a deposit from the Subcontractor for contracts in excess of €50,000. If so requested, the Subcontractor must provide proof within ten (10) calendar days of order that a deposit has been provided in the

amount of five (5) % of the Contract Value, unless otherwise provided.

The deposit shall cover the complete termination and maintenance of the Services. This includes any additional or modification work entrusted to the Subcontractor during the performance of the Contract, as stipulated in article 6 of the General Conditions. The Main Contractor is entitled to an increase in the deposit in the event of any substantial increase in the Price and may use the estimated values of the additional or modification works for this purpose, as provided in article 6 of these General Conditions. If the Main Contractor requests such increase, the Subcontractor shall deliver proof of the increase in its deposit to the Main Contractor within ten (10) calendar days. Such increase in the deposit shall be at least proportional to the increase in the Price over the original Price.

If the security deposit is not made in a timely manner, in full and in accordance with the provisions of this article, the Main Contractor may, at its sole discretion and without any waiver, elect to continue the Contract, in which case the security deposit shall be made by withholding five (5) percent of the Price from the amounts due to the Subcontractor.

14.2 Release of deposit

The deposit will be released at the time of payment of the final invoice, and provided that the Subcontractor has complied with the comments of the Main Contractor and the Client in connection with its Works.

Within thirty (30) calendar days of receipt of the Subcontractor's formulated request for release, the Main Contractor shall grant deposit relief or, failing that, notify the Subcontractor within thirty (30) calendar days of the reasons for its refusal.

The released deposit shall be reduced, if necessary, by all costs to be borne by the Subcontractor, including, but not limited to, capital losses, delay penalties, administrative fines, wages, Social Security debts and tax debts.

Article 15. Termination of the Agreement.

15.1 Concursus creditorum and insolvency

In the event of death, application or claim for or determination of bankruptcy, declaration of incapacity, liquidation, protective or executive attachment amongst third parties, or the transfer of a (relevant) part of the business to third parties, the Parties shall have the right to terminate the Agreement, the Main Contractor shall have the right to choose, either to terminate the Agreement or to have it continued by the heirs, legal representatives or legal successors according to the terms of the Agreement.

The Subcontractor or its legal successors will be notified of the termination in writing.

Such termination does not give any right to compensation to the Subcontractor.

15.2 Termination by the Client of its Agreement with the Main Contractor

If the Agreement between the Client and the Main Contractor is terminated for any reason, without another person or company taking its place as Client for the Site, the Agreement shall also terminate by operation of law. In any event, the Main Contractor shall have the right, upon reasonable notice, to terminate the Agreement in accordance with this Article if the Agreement between the Client and the Main Contractor is terminated for any reason.

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The Main Contractor may owe compensation to the Subcontractor only if the Main Contractor has received at least a proportionate equivalent from the Client.

15.3 Termination of the Agreement

If the Subcontractor defaults in the performance of the Works, as established in article 13.1 of these General Conditions, the Main Contractor has the right to terminate the Agreement without further notice and without prior authorization from the Court.

In particular, the Main Contractor shall have the right to immediately terminate the Contract when the NSSO reports to the Main Contractor any irregularities regarding wages/illegalities, to the Subcontractor or any of its Subcontractors, as well as when a violation of the essential safety requirements as set forth in article 10 is found.

If the Main Contractor terminates the Contract according to the above conditions, it may have the Works performed by a third party and at the expense and risk of the defaulting Subcontractor, without prejudice to its rights to compensation for damages actually incurred.

15.4 Liquidated damages

If the Main Contractor terminates the Contract due to a contractual default of the Subcontractor as set forth in Articles 12 and 13, the Main Contractor shall be entitled to liquidated damages in the amount of ten (10) % of the Price, subject to the right to higher damages subject to proof by the Main Contractor of more extensive actual damages. The Parties acknowledge and record that the Subcontractor shall then, by reason of the circumstances justifying the unilateral termination, be deemed to be in serious, final, and irrevocable default of performance of its obligations under the Contract.

Before the Services are continued by a third party, the following shall be observed:

- The Parties shall make a contradictory statement of the Services already performed and proceed to estimate them based on the prices proposed by the Subcontractor and this within five (5) working days after the written request of one of the Parties.
- The Main Contractor must communicate to the defaulting Subcontractor the Price demanded by the third party for the continued performance of the unfinished Works, as they were fixed in the terminated Contract. The Subcontractor is required to make known its objections, if any, within five (5) working days of such notice.

Article 16. Liability and warranties

16.1 Liability

The Subcontractor is subject to an obligation of result for all obligations assumed by it.

The Subcontractor shall be liable, and shall indemnify the Main Contractor in full, for all damage arising from or related to the performance of the Works, whether physical, material or immaterial, whether contractual or non-contractual, whether direct or indirect, whether foreseeable or unforeseeable, whether to third parties or to the Main Contractor, whether or not caused by the actions of the Subcontractor's personnel, a (sub)contractor, a supplier and/or equipment. The Subcontractor shall also be liable for the damage caused by the materials in the Services as well as for the damage caused by the equipment used by him, his (sub)contractors or his appointees. The Subcontractor is also liable for any damage to trenches, pipes, cables, wire or pipe networks, sewers, and in general all neighboring installations, both underground and above ground.

The Subcontractor shall indemnify the Main Contractor in full against any claim or demand by the Client or third parties for defects in the Works for as long as the Main Contractor may be sued by the Client or third parties.

The Subcontractor shall use its best efforts to rectify as soon and diligently as possible the consequences of its errors, defects, imperfections, miscalculations, omissions, negligence, delays, and other contractual defaults, at its expense and risk. This shall not give rise to an extension of the period of performance, an increase in the Price or any other additional compensation.

Neither the possible successful completion of tours, tests, checks, inspections, etc., nor the fact that the General Contractor or a third party has adjusted the Works performed by the Subcontractor, shall in any way affect the Subcontractor's liability.

The Subcontractor hereby assumes the liability arising from Articles 1382 to 1386 of the Belgian Old Civil Code. The Subcontractor hereby also integrally assumes faultless liability for neighborly nuisance within the meaning of Article 544 of the Belgian Old Civil Code / Article 3.101 of the Belgian Civil Code. He is himself liable for disturbing the balance with the neighboring properties and will have to take responsibility himself to restore this balance at his expense and risk and pay any compensation for this.

16.2 Indemnification and intervention in proceedings

The Subcontractor shall also indemnify the Main Contractor, the companies affiliated with the Main Contractor as stipulated in article 1:20 of the Companies and Associations Code, as well as their respective directors, representatives, appointees or executing agents, against any third-party claim as a result of damage caused by the Subcontractor, its personnel or the items that the Subcontractor had under its supervision, in performance of the Contract.

The Subcontractor shall intervene at first request in judicial and extrajudicial proceedings of, with or against the Main Contractor when the Subcontractor's liability could possibly be affected. He shall be obliged to indemnify, hold harmless and defend the Main Contractor against all claims, demands, (litigation) claims, losses, costs, and expenses, directed to the Main Contractor by the Client or a third party.

Article 17. Insurance

The Subcontractor agrees to subscribe to an industrial accident insurance policy covering all of its personnel. This insurance includes a waiver of recourse against the Main Contractor, its representatives, appointees or Subcontractors, the Client, its representatives and appointees, architect and other advisory and/or controlling bodies. If no waiver of recourse is stipulated, the Subcontractor must fully indemnify the Main Contractor against all claims that its insurer(s), its personnel, and their beneficiaries would assert against the Main Contractor.

All vehicles used by the Subcontractor shall be covered by WAM insurance ("driving risk"). The Subcontractor also subscribes appropriate insurance to cover the equipment and materials it uses at the Site.

The Subcontractor also undertakes to take out a civil liability insurance, covering his civil liability towards third parties, including the Main Contractor and the Client and any other party present on the Site considered as a third party, as well as covering damage caused to entrusted goods and neighborly nuisance within the meaning of article 544 old Civil Code / article

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3.101 Civil Code. The amount of the coverage is at least €2,500,000 per claim, material, bodily and immaterial damages mixed. The Subcontractor's civil liability insurance shall always intervene in the first rank, even if the claim is also insured under a CAR insurance.

The Subcontractor accepts this extension of its usual liability. The Subcontractor accepts to compensate all direct and indirect damages caused by him, his personnel, his business, and his Works.

Premiums, deductibles, and exclusions regarding insurance to be purchased by the Subcontractor shall be included in the Price and at the Subcontractor's expense.

The policies shall also contain a clause whereby the insurer undertakes to notify the Main Contractor of any cancellation, suspension, modification, or reduction of insurance coverage or in the event of default by the Subcontractor. The intent, suspension, modification, or reduction of insurance coverage, if any, shall take effect no earlier than fifteen (15) days after the insurer sends the notice.

The Subcontractor shall furnish at the first request of the Main Contractor a certificate of adequate coverage and of regular payment of premiums from its insurer for the various insurances subscribed by it. Such certificates shall state the amounts insured and the exemptions applied.

The Subcontractor shall impose the provisions of this Article on its Subcontractors and Subcontractors, if any.

In the event the Main Contractor's and/or Client's insurance should intervene in a claim caused by the Subcontractor, or any of its (sub)contractors, the Subcontractor shall bear the burden of all exemptions, any exclusions and inadequate coverage, additional premiums, and premium surcharges.

In the event of bankruptcy, liquidation, dissolution, or any other form of insolvency of the Subcontractor, the Subcontractor shall assign to the Main Contractor all rights available to it against the insurers. The Subcontractor shall ensure that such transfer of rights is included in the policy. The existence or absence of insurance coverage for damages or liability shall not relieve the Subcontractor from liability.

The Subcontractor shall indemnify the Main Contractor against any liability claim, of whatever nature and at whatever time, in connection with the performance of this Agreement and emanating from the Client, the Client's successors in interest by special or general title, or other third parties.

The fact that the Subcontractor is or is not insured, as well as the extent of the coverage of these insurances, does not in any way affect the Subcontractor's liability to the Main Contractor, the Client and third parties.

Article 18. Netting

In accordance with the provisions of articles 14 and 15 of the Financial Security Act of 15 December 2004 (Wet Financiële Zekerheid "WFZ"), the Parties declare that they agree with the principle of "netting" in the event of insolvency proceedings, seizure, or any other form of concurrence. Where appropriate, the Parties will automatically compensate and settle all current and future debts in relation to each other.

This debt comparison /compensation will in any case be opposable to the liquidator and the other concurrent creditors,

who will therefore not be able to object to the debt comparison carried out by the Parties.

Article 19. Force Majeure

19.1 The Parties may only release themselves from their obligations if they can invoke force majeure.

There is force majeure in the event of an imputable impossibility for one of the Parties to fulfill its obligation. The unforeseeable and unavoidable nature of the impediment to performance may be considered.

The following situations, among others, may be considered as force majeure: any situation that escapes the control of one of the Parties, such as:

- fire.
- labor disputes (strike).
- epidemic, pandemic.
- war.
- requisition.
- embargo.
- general transportation shortages.
- energy restrictions or energy shortages.
- unavailability of materials and equipment, as far as they are due to a case of force majeure as defined above.

In any event, force majeure shall never include the following events:

- the bankruptcy or apparent insolvency of a Subcontractor or its Subcontractor.
- a strike and lockout at the Subcontractor, its Subcontractors, or its suppliers.

In case of definitive force majeure, the Parties shall be fully released from their obligations to each other, and the contract shall be dissolved.

In the event of temporary force majeure, performance of the obligation shall be suspended for the duration of the temporary impossibility, plus the time required to restart work.

If the suspension lasts unreasonably long in relation to the original predetermined period of performance, then each Party has the option to terminate the Contract, following a prior notice of default which, ten (10) working days after it was sent, has remained unanswered.

As soon as a Party has or should have knowledge of a case of force majeure, it must notify the other Party in writing within five (5) working days.

A demise or damage due to accident or force majeure of the Work performed, or still due to the Principal Subcontractor's own fault or persons or Parties for whom he vouches, shall never be borne by the Main Contractor.

Any costs arising from such a reported force majeure situation shall be borne solely by the affected Party.

19.2 The Parties explicitly exclude the application of the regulation on unforeseeable circumstances, as provided in art 5.74 of the Civil Code.

Article 20. Secrecy and publicity

The exchange of information or data, including but not limited to plans, schedules, correspondence, and documents relating to the subject matter of the Agreement, or to its performance, shall be considered confidential, whether such communication is oral

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or otherwise. The Parties will be able to use them only for the performance of their contractual obligations.

The Subcontractor is expressly prohibited from transmitting these data or documents to third parties or making a copy thereof, including in a digital manner, unless strictly necessary for the performance of the Agreement and only with the express, written, and prior consent of the Main Contractor and the Client.

If the Agreement is terminated in any manner or for any reason, all documents containing confidential information or data, as well as all plans and schedules, including all copies of such documents made by the assignee, shall be returned to the Main Contractor.

Publicity panels or advertising signs of the Subcontractor may be placed on the Site only after prior and written approval by the Main Contractor and the Client and according to the requirements of the specifications.

Article 21. Suspensive condition

This Agreement is entered into subject to and under the condition precedent of the Client's acceptance of the Subcontractor, the proposed materials, technical sheets and drawings, stability studies, execution methods... for the Works. Non-approval or non-acceptance can in no case give rise to any compensation from the Main Contractor to the Subcontractor.

Article 22. Disputes, applicable law, and competent court

22.1 Applicable law

The Agreement is governed exclusively by Belgian law, to the exclusion of any other rules applying the law of a jurisdiction outside Belgium.

Unless expressly waived in advance in writing, foreign laws, and the Vienna Sales Convention 1980 (CISG) do not apply to the Agreement.

Any reference to legislation is purely indicative. One should at all times apply the most recent legislation.

22.2 Competent court

Any and all disputes relating to the conclusion, validity, interpretation and/or execution or termination of the Agreements shall be subject to the exclusive jurisdiction and competence of the Courts and Tribunals of Antwerp, Antwerp Division.

22.3 Disputes

If the Main Contractor is sued by the Client or third parties for matters that may be related to the Works performed by the Subcontractor, the Subcontractor shall voluntarily intervene as a party in this dispute at the first request of the Main Contractor, regardless of whether such dispute is pending before a court, an arbitration tribunal or before the Construction Reconciliation Commission, and this even if proceedings between the Main Contractor and the Subcontractor are already pending.

The Subcontractor agrees to insert the content of the present article in the contracts it enters into with its suppliers and Subcontractors.

Article 23. General provisions

23.1 Transfer of the Agreement

The Subcontractor is forbidden to transfer in whole or in part to third parties the rights and obligations which it holds because of

the Agreement, without the Main Contractor's prior written consent.

23.2 Unlawfulness, invalidity, nullity, or unenforceability of a provision

If one or more provisions of the applicable conditions are, for whatever reason, declared unlawful, invalid, void, or unenforceable, in whole or in part, this unlawfulness, invalidity or unenforceability shall not extend to the remaining conditions. If applicable, the Parties shall negotiate to the best of their ability and in good faith to replace this provision with a lawful, valid, void, and enforceable provision having a similar economic effect.

23.3 Translation of General Terms and Conditions of Subcontracting

These General Service Conditions were originally drawn up in the Dutch language.

With regard to translations of the present conditions into all other languages, the Dutch text shall form the basis in the event of any misunderstandings regarding the verbal and substantive meaning, tenor, scope and interpretation of such translations, and the explanation and interpretation of the Dutch text shall prevail over that of any translation whatsoever. These General Terms and Conditions shall be communicated to the Subcontractor in Dutch, French or English, as the Subcontractor chooses.

Article 24. Protection of personal data

24.1 GDPR

Both Parties undertake to comply with the applicable data protection legislation, in particular the General Data Protection Regulation ("GDPR") 2016/679 and to ensure that its staff and Subcontractors also respect this legislation.

24.2 Processing Personal Data

Both Parties collect and process the personal data they receive from each other for the purpose of executing the Agreement, customer management, accounting, any disputes, and direct marketing activities.

24.3 Legal basis

The legal grounds are the performance of the contract, the fulfillment of legal and regulatory obligations and/or the legitimate interest.

24.4 Appropriate Measures

Both Parties have taken appropriate measures to guarantee the privacy and security of the personal data. Both Parties shall only pass these personal data to processors, recipients and/or third parties as far as this is necessary in the context of the aforementioned processing purposes.

24.5 Responsibility

Both Parties bear responsibility for the correctness of the personal data they provide to each other, guarantee that they have sufficient legal grounds to pass on the personal data, and undertake to comply with the General Data Protection Regulation with regard to the persons from whom they have transferred the personal data, as well as with regard to all possible personal data that the Parties may receive from each other and its employees.

24.6 Data Protection Notice/Privacy Policy

The Subcontractor undertakes to provide this information regarding the processing, including reference to the Data Protection Notice.

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24.7 Rights of data subject

The Subcontractor confirms that he has been adequately informed about the processing of his personal data and about his rights of access, correction, deletion, and objection. For more information, please consult the Privacy policy on the website: <https://www.aertssen.be/en/privacy-policy>.

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