

General conditions of purchase

Definitions

- INFRA: The company for which materials and/or services and/or works are offered, it is part of the INFRA Group. By Infra Group we mean all affiliated and associated companies or companies where there is a shareholding relationship or a link of participation, as defined in Chapter 3 and Chapter 4 of Title 4 of Book 1 of the new Belgian Companies and Associations Code.

- Supplier: the person who offers materials, its services or works to INFRA, each of these offers by the Supplier is also defined as works.

- Party(ies): The Supplier and INFRA, jointly or separately.

- Quotation: A proposal to enter into a contract, which includes any offer, estimate, budget, plan or any other legal act received by INFRA from the Supplier.

- Agreement/Order: any Quotation of materials and/or works and or services by the Supplier that is accepted by INFRA.

Article 1

By placing an Order by INFRA, the Supplier is expressly deemed to be subject to these general conditions. These general conditions also apply to Quotations received by INFRA and to all contracts between INFRA and the Supplier. These general conditions also govern any pre-contractual or negotiation phase between INFRA and the Supplier.

These general conditions apply unconditionally and ensure the exclusion of all other conditions. Any contract differing from these general conditions must be duly signed by INFRA.

Any Quotation of the Supplier shall be irrevocable. All costs to be incurred by the Supplier in connection with an Offer shall be borne by the Supplier.

There is a contractual right of withdrawal of 15 (fifteen) working days during which INFRA may revoke its acceptance without payment of any costs or compensation and without giving any reasons.

An offer must always be accepted by INFRA in writing. Our staff can only bind INFRA definitively subject to acceptance by the authorised person(s) who can legally represent INFRA.

The Quotation is inclusive of all costs, duties and taxes. If applicable, the Offer received also includes transport, adequate packaging, inspections, tests, certificates and the like. If it later transpires that the Supplier's Quotation changes (regardless of the circumstances on which it is based), INFRA reserves the right to withdraw acceptance of the Quotation and be reimbursed for the costs already incurred.

The Supplier acknowledges to have taken into account in its Quotation all data and documentation transmitted by INFRA for this purpose. In addition, the Supplier acknowledges that, in issuing its Quotation, it has not relied on any express or implied representation, warranty or other assurance (other than those expressly set out in writing in the original Quotation) made by or on behalf of INFRA prior to entering into the Agreement.

Article 2

All stated delivery and performance deadlines and/or dates for commencement of work must be strictly adhered to and are essential.

If the period is exceeded, the Supplier will owe fixed compensation of 5% of the Offer or of the annual estimated turnover of the Supplier's works, ipso jure and without notice of default and without prejudice to INFRA's right to recover the actual direct or indirect loss incurred from the Supplier. Extra costs incurred by INFRA as a result of e.g. waiting times, overtime, extension of delivery times will also be reimbursed to INFRA in any case. If the Supplier's delay clouds or disrupts INFRA's relationship with its customer, the Supplier must indemnify INFRA in full for this.

The Supplier is obliged to keep INFRA timely and adequately informed of delivery dates.

Article 3

Unless otherwise agreed in writing, material shall be delivered Delivery Duty Paid (DDP) at INFRA's warehouses.

Article 4

Unless otherwise agreed, the Supplier shall check and test the materials to be delivered to INFRA before use and report all irregularities to INFRA before delivery.

INFRA is not obliged to carry out a quality check of supplied material. The Supplier can never invoke the failure to carry out such an inspection as a defence against INFRA in whole or in part. INFRA is entitled at all times to inspect, check and/or test the materials to be delivered (or have them inspected, checked or tested), irrespective of the location of the materials.

Article 5

If applicable, the Supplier shall himself be responsible for monitoring his own works and those parts of the construction site they occupy. He himself exercises supervision of his work and takes all precautions for the safety of his personnel and third parties. He is solely responsible for this.

Article 6

INFRA never guarantees a certain volume to the Supplier.

Article 7

In case of provision of services/works

The Supplier guarantees that his works will be performed according to the rules of the trade.

The Supplier undertakes to carry out its entrusted works in a perfect and complete manner and to do so with the confidentiality, seriousness and competence that INFRA may normally expect from an experienced Supplier with a proper speciality.

The Supplier guarantees that all materials used for the works and repair works comply with legal and deontological requirements. In the event that these do not apply, the Supplier shall not use materials that are inferior in quality to those originally used in the installations being repaired. INFRA may at any time have any non-conforming performance stopped, or refuse the materials that do not correspond to the prescribed quality.

The works must be carried out in compliance with the explanations provided by INFRA during execution and this with regard to all execution details and all clarifications of the plans and the descriptive statement of measurements of the works without creating a hierarchical relationship between the parties. The Supplier undertakes, as the work progresses, to have contaminants and waste left by its personnel carefully removed. The Supplier shall make available to INFRA a sufficient number of competent people with proper training. The training costs of its personnel shall be borne by the Supplier.

The Supplier thus guarantees perfect execution of the orders and assumes full responsibility from INFRA, completely indemnifying it against all claims of any kind.

The Supplier shall provide INFRA with a bank guarantee of 10% of the Quotation or 10% of the Supplier's estimated annual turnover vis-à-vis INFRA within 3 weeks of acceptance of the Quotation. This bank guarantee expires 24 months after commissioning. As long as this guarantee has not been provided, INFRA will deduct 10% from the invoiced amount at the time of payment.

In case of delivery of materials

The Supplier warrants that the materials supplied are free of any security and privileges, including but not limited to any interest, lien or retention of title, and shall indemnify INFRA on demand for all damages arising from any breach of this warranty.

The Supplier warrants that the materials and accompanying documentation comply with the agreed specifications, properties and requirements or, if nothing has been agreed in this respect, with the specifications, properties and requirements that are set for these items in trade or are at least customary. The Supplier also guarantees that the goods and accompanying documentation comply with all legal provisions and governmental provisions set for them in the country of destination.

The Supplier also guarantees that the goods are at all times of good and consistent quality and free from construction, material and manufacturing defects.

If the materials or accompanying documentation are rejected in whole or in part during use, on or after delivery, by INFRA or by the competent authority in this respect, or it is otherwise established that they do not satisfy the specifications, properties or requirements to be set for them, the Supplier shall at INFRA's option, (i) adjust the goods to INFRA's satisfaction so that they still satisfy the specifications, properties or requirements, (ii) reimburse the amount already paid and/or (iii) still supply goods and/or documentation that comply with the specifications, properties and requirements to be set for them, without prejudice to INFRA's other rights.

INFRA is entitled to return rejected goods and/or documentation at the Supplier's expense or to keep them in its possession at the Supplier's expense and risk. If the goods and/or documentation are stored by INFRA, the Supplier is obliged to collect them from INFRA within 2 (two) days of being requested to do so by INFRA, failing which INFRA will be free to act accordingly.

Article 8

If, upon inspection, the quantities, conformity or quality of the materials or services or works delivered are not satisfactory, we reserve the right either to reject the materials or services/works delivered and demand their replacement at our expense, or simply to cancel the order and obtain supplies elsewhere of our own accord, or to call upon a third party to perform the services/works at the Supplier's expense.

INFRA may, where the Supplier fails to perform its obligations under this Agreement, decide to suspend payments until the default is rectified, without any compensation of any kind to the Supplier. Contractually agreed performance deadlines shall continue during the suspension decided by INFRA and any delays resulting from the suspension shall be compensated in favour of INFRA. Moreover, all consequential losses shall be borne by the Supplier (unemployment, monitoring of the place of performance, etc.). In this case, INFRA shall be entitled by operation of law to claim lump-sum compensation of 5% of the amount of the Order or of the annual estimated turnover of the Supplier's works, without prejudice to the possibility of claiming on top of this the damage actually suffered, in particular for its (in)direct damage (such as lost profit, among others).

Article 9

Within the shortest possible time, but in any event within 3 (three) working days from the day after INFRA has reported a complaint, the Supplier shall provide all services, perform all works and/or supply all materials necessary to remedy the complaint that arises in respect of the services, works or materials provided by the Supplier. If the Supplier fails to do what is necessary within the stipulated period, INFRA will be entitled to perform the works itself (or have them performed by another third party) and/or to supply and/or repair the services and/or the works and/or the materials itself (or have them supplied by a third party), at the cost and risk of the Supplier.

For materials (e.g. spare parts) are guaranteed for a minimum of 24 months from their commissioning against all material defects, design, construction, operating and other faults. All costs related to e.g. replacement, repair of materials during this warranty period shall be borne entirely by the Supplier.

This warranty provision also applies to materials and/or supplies procured from third parties or services rendered or works performed (such as, for example, subcontractors of the Supplier). The warranty period for services/works delivered is 24 months after commissioning. Should remarks be made at the time of commissioning, this will suspend the entire provisional delivery and when the remarks made are remedied, a new guarantee period of 24 months will start. During this guarantee period, the Supplier shall remedy both all visible and hidden defects within 8 (eight) working days from the day after INFRA has been notified of the defect. If the Supplier fails to take the necessary action within the set period, INFRA will be entitled to carry out the works itself (or have them carried out by another third party) and/or supply the services and/or the works and/or the materials itself (or have them supplied by a third party), at the cost and risk

of the Supplier. Commissioning shall also have the effect that the ten-year liability commences.

Complaints also release INFRA from its payment obligations.

Article 10

The Supplier is obliged to indemnify INFRA, and this with regard to the works carried out and/or materials supplied by it, against all claims and demands directed against it in application of, inter alia, Articles 1792, 2270 and 1641 et seq. of the Belgian Civil Code.

The Supplier alone is liable for its works, materials and fixtures. He is obliged to indemnify INFRA against all claims and demands addressed to INFRA by any other third party and this until the end of the guarantee period for the works carried out or materials supplied by the Supplier.

The Supplier shall be liable for both visible and hidden defects of the works carried out by him and/or the materials supplied by him.

If applicable, the Supplier accepts to be contractually liable for the damage resulting in accordance with Article 301.1, §1er of the New Civil Code.

The Supplier also indemnifies INFRA against any claim originating from any third party.

Article 11

If construction insurance is taken out by INFRA through which the Supplier's work is also insured, the costs will be allocated proportionately to the Supplier.

Artikel 12

Prices are expressed in euros, including tax. Unless expressly agreed otherwise, prices shall be invoiced monthly on the basis of monthly measurement statements.

Work is carried out or materials are supplied at fixed and non-revisable prices.

Article 13

Invoices are payable within 60 (sixty) days from issue date.

Acceptance of an invoice must always be explicit. Payment of an invoice is always made subject to all our rights and is not regarded as implicit acceptance of the invoice.

Before a late paid invoice can accrue any interest or damages, the Supplier must send a written notice of default to INFRA.

INFRA shall be entitled to set off all possible direct and indirect claims it has against the Supplier against the outstanding measurement statements or withhold from the Supplier's invoicing. All amounts due from the Supplier to INFRA must be paid without any offsetting by INFRA of amounts due.

Payment of the invoice in no way implies waiver of any right under the Agreement.

Article 14

In case of cancellation of the Order and/or termination of the Agreement, the latter shall only owe a payment for the work already carried out.

Article 15

In case of a shortcoming of one Party, the other Party has the right to proceed with the dissolution of the Agreement. One Party notifies the other Party of the dissolution of the Agreement by delivering a registered letter to the other Party stating the shortcomings it is accused of.

Any breach of this contract, including late delivery of materials or late commencement of work or failure to requisition it with due haste, failure to carry out the work properly, causing damage, gives INFRA the right:

- impose an SLA for default;
- break the agreement - without court intervention;
- continue the agreement by carrying out the works itself at the Supplier's expense, or having them carried out by a third party at the Supplier's expense, or ordering the materials from a third party at the Supplier's expense.

In any case, the Supplier will be obliged to reimburse all possible direct and indirect costs and damages resulting from any shortcoming whatsoever to INFRA, which will be entitled to set them off against the outstanding measurement statements and, if they are not sufficient, to refrain from invoicing.

Article 16

The transfer of ownership of the materials and/or works takes place on the day of commissioning.

The risks associated with the installations installed as part of the execution of the Order shall be borne by the Supplier as long as they have not been put into operation.

Under no circumstances is the Supplier entitled to dismantle and take back the materials, equipment or installations without INFRA's consent.

Article 17

The Supplier guarantees to comply with all legal, social, fiscal and commercial obligations.

In case of delivery of equipment, the legal Belgian and/or European standard requirements will be strictly observed. On delivery, the supplier shall provide us with a document in which it declares that all legal requirements, including those relating to safety and hygiene, have been met, as well as a Dutch-language manual, instructions and documents relating to the operation, method of use, inspection and maintenance of the equipment. For installations, machines, harnesses and equipment, the originals of the various inspections must also be submitted to us, as well as a list of all relevant numbers, weights, etc.

In the event that social and/or fiscal debts arise at the Supplier and Article 30bis of the Law of 27 June 1969 on social security for workers and in Article 403 of the Income Tax Code 1992 apply, INFRA shall make the deductions stipulated in the above regulations with each payment due to the Supplier.

The Supplier must indemnify the main contractor for any claim, which is brought against INFRA because the Supplier does not fulfil its social and tax obligations. INFRA may immediately deduct the amounts claimed against it from the sums due to the Supplier. INFRA has the right to terminate the contract for the aforementioned reasons at the Supplier's expense.

The Supplier shall also sign and comply with any agreements or other documents required for INFRA to comply with its legal and regulatory obligations.

The Supplier represents and warrants that (i) it is a company validly incorporated and validly existing under the laws of its country of incorporation and that it has full power, authorisation and right to carry on its business and to enter into the underlying legal relationship, and (ii) that any supply of services and/or works and/or materials to which these terms and conditions apply is not or will not be in breach of any law, regulation, judgment, instruction, authorisation, agreement or obligation applicable to it or any agreement to which it is a party.

Article 18

The Supplier is not entitled to have the obligations under the Contract performed by a third party without INFRA's written consent.

Article 19

If the Parties are confronted with an impossibility to fulfil their obligations under the Agreement and this impossibility is complete and final and cannot be blamed on one of the Parties, the Agreement shall be dissolved in its entirety by operation of law. The Parties agree that bankruptcy shall be considered an impossibility within the meaning of this paragraph.

In the event of bankruptcy, the work performed or materials supplied by the Supplier shall be the immediate property of INFRA without the consent of the Supplier and/or the receiver.

If the impossibility is partial and final, without being attributable to one of the Parties, dissolution is limited to the affected part of the work, insofar as the Contract is divisible according to the Parties' intentions, given its nature and scope.

If the impossibility is only temporary and cannot be attributed to one of the Parties, performance of the work (or the part of the work to which the impossibility relates) shall be suspended. Any contractually agreed performance deadlines shall run during such suspension and delays resulting from the suspension shall be compensated in favour of INFRA. In addition, the Supplier shall bear all consequential damages of the suspension (unemployment, surveillance, etc.).

Article 20

If either Party ceases to perform its obligations under this Agreement, the '*Exceptio Non Adimpleti Contractus*' principle shall apply.

The Party which fails to fulfil its obligations may only invoke force majeure as defined in this article.

Force majeure means any unforeseeable event beyond the Parties' control that renders the performance of the Contract temporarily or completely impossible.

The party which fails to comply with its obligations may only invoke force majeure if it notifies INFRA in writing immediately (and this no later than within a period of seven (7) calendar days) after the occurrence of the event that can be named as force majeure. "Force majeure" means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the Agreement, if and to the extent that the party affected by the impediment demonstrates:

- (a) that the impediment is beyond its reasonable control; and
- (b) which could not have been reasonably foreseen at the time the contract was concluded; and
- (c) the effects of the obstruction could not reasonably have been avoided by the affected party.

The party should provide adequate justification in its notification when force majeure exists and that the above conditions are met.

Article 21

The Supplier shall refrain from directly or indirectly employing or causing to be employed any employee of INFRA, under penalty of an immediately payable compensation of (fifty thousand) 50,000 euros per employee concerned.

The Supplier undertakes not to try in any way, directly or indirectly, to persuade or induce an INFRA employee to leave the company for which he works.

These commitments are valid during the performance of the Agreement and for a minimum period of two years after the end of the performance of the Agreement.

Article 22

In the case of the provision of services, the Supplier undertakes to refrain from giving, on its own initiative or on request, any quotation or additional proposals of any kind to the Customer for which INFRA calls on the Supplier. The Supplier is prohibited from contacting the Customer directly or indirectly until after the termination of this contract without INFRA's written consent. In case of breach of these obligations, the Supplier shall immediately owe INFRA a fixed compensation of €100,000 per breach and this by operation of law without any notice of default, and this without prejudice to INFRA's right to prove and claim a higher damage. Moreover, INFRA has the right to terminate the contract immediately and without any detrimental consequence for it, and this without owing any compensation and without prejudice to its rights.

Article 23

In the case of provision of services, the Supplier undertakes for the duration of this Agreement, as well as for a period of two (2) years after its termination:

- not to carry out any activity that would directly or indirectly, in whole or in part, compete with INFRA's Activities, and this in the territory of Belgium, France, Germany, the Netherlands, as well as all other countries where the Company develops any activities now or in the future;
 - not to acquire the capacity of shareholder, director, employee, consultant or any similar position within a company developing such Activities, and this in the territory of Belgium, France; Germany, the Netherlands as well as all other countries where the Company develops any Activities now or in the future.
- "Activities" of INFRA is defined as follows : all activities offered by the Company as at the date of this Agreement, in particular earthworks, sewerage works, water supply and laying of all kinds of pipes, laying of high-voltage and telecommunication cables and the connections to all previous works, all excavation works

and levelling works; road works, building, constructing, repairing and maintaining roads, driveways in various materials, directional drilling as well as the activities that the Company additionally adds, performs, during the term of this Agreement and are in continuation of the current activities.

The Supplier undertakes that its shareholders, appointees and managing directors will comply with the same obligation.

If any of these obligations are breached, the Supplier will owe compensation equal to a lump sum of fifty thousand euros (€50,000.00), without prejudice to INFRA's right to claim higher compensation and, where appropriate, to take all legal measures. Moreover, such a breach will be considered as a serious fault which allows INFRA to terminate the Contract without observing a notice period.

Article 24

The Supplier undertakes not to disclose any confidential information to third parties, not to use it for purposes other than the execution of the Quotation and only to disclose to its employees, agents, representatives and advisers, and to the extent necessary for the execution of the Quotation, the information, regardless of the form in which it is presented and the carrier on which it is stored, to which they will have access in the context of the execution of the operations under the agreed conditions.

Confidential Information means any know-how, trade secrets, trade secrets, secrets relating to personal or confidential matters or other confidential information, whether or not its confidential nature is expressly stated and (i) relates to INFRA and its business or (ii) of which the relevant person has knowledge by virtue of his relationship with INFRA and a related entity.

The Supplier also undertakes that the aforementioned employees, servants, representatives and consultants will observe the same duty of confidentiality.

However, this undertaking does not apply to information that is already in the public domain or would become so other than as a result of a breach of this undertaking.

The confidentiality commitment commences on the date of receipt of these terms and conditions and expires at the end of a period of 5 years from receipt of these terms and conditions.

If this obligation is breached, the Supplier will owe compensation equal to a lump sum of fifty thousand euros (€50,000.00), without prejudice to INFRA's right to claim higher compensation and, where appropriate, to take all legal measures. Moreover, such a breach will be considered as a serious fault which allows INFRA to terminate the Contract without observing a notice period.

Article 25

The Agreement shall be exclusively governed by and construed in accordance with Belgian law. Only the courts of the district of the INFRA entity concerned have jurisdiction to rule on any disputes.

Article 26

All studies, plans, documents, sketches, drawings, samples, designs and special techniques remain the property of INFRA and are protected by intellectual rights. When handed over to the Supplier, they may not be misused, either by the Supplier or by third parties for which the Supplier vouches. The Supplier is liable for any misuse and INFRA reserves the right to claim lump-sum compensation of 10% of the amount of the Order or of the annual estimated turnover of the Supplier's works, without prejudice to INFRA's right to claim the damage actually suffered. Upon first request, the above-mentioned documents must be returned.

Article 27

INFRA collects and processes the personal data it receives from the Supplier for the purposes of contract performance, Supplier management and management of its Quotation, information or accounting management. The legal grounds are performance of the Agreement, compliance with legal and regulatory obligations and/or legitimate interest. The controller of the processing is the relevant Infra entity with which the contractual relationship has

arisen (contact point: legal@infra-group.eu). This personal data shall only be passed on to subcontractors, recipients and/or third parties to the extent necessary for the aforementioned processing purposes. The Supplier is responsible for the accuracy of the personal data provided to INFRA and undertakes to comply with the Data Protection Regulation with respect to the persons from whom it has transmitted the personal data, as well as with respect to the personal data it may receive from INFRA and its employees. The Supplier confirms that it has been correctly informed about the processing of its personal data and about its rights of access, rectification, deletion and opposition.

Article 28

INFRA's failure or delay to exercise any right or remedy provided by the Agreement or by these general conditions or by law shall not constitute a waiver of the relevant right or remedy. Any waiver of right concerning the non-performance of the provisions of this Agreement must, to be valid, be made in writing.

Article 29

If one or more provisions of these terms and conditions and/or the underlying legal relationship are declared invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the validity of the remaining provisions. In such case, the Parties shall immediately and in good faith endeavour to negotiate a valid provision to replace the invalid, illegal or unenforceable provision.

Article 30

The Supplier may not transfer its rights/obligations under these conditions and/or of the underlying legal relationship (in whole or in part, by merger, demerger, contribution or transfer of a universality or branch of business or any other similar corporate restructuring, whether under Belgian law or any other law, or otherwise) without INFRA's prior written consent. The Supplier may not subcontract the performance of its obligations to third parties, in whole or in part, without INFRA's prior written consent. If INFRA grants such consent, the Supplier shall in any case be fully liable for the acts and omissions alleged by such third parties, even if they acted with intent or fraud, and this without prejudice to INFRA's possible recourse to such third parties.

Article 31

If the Supplier is or has been involved in any M&A activity (being (i) the Supplier merges with a third party, (ii) the Supplier, itself or with an affiliated company, acquires direct or indirect control of a third party or (iii) control of the Supplier is acquired directly or indirectly by a third party) then the provisions of these terms and conditions and/or of the underlying legal relationship shall not in any way benefit such third party without the prior written consent of INFRA.

Article 32

Under no circumstances shall the relationship between the parties be considered a partnership, joint venture or any other association between the parties, nor shall one party be considered the executing agent or the employee of the other.

Article 33

INFRA reserves the right to amend these terms and conditions to bring them into line with commercial, economic and legal necessities. The new conditions shall enter into force on the fourteenth day after notification to the Supplier, unless the Supplier objects in writing, giving reasons, within the same fourteen days. Amendments shall apply with respect to offers already made and agreements already concluded.
