

GENERAL TERMS AND CONDITIONS OF SALE (version 2020.01)

1. Scope of Application

- 1.1. The following terms and conditions (hereinafter the "General Terms and Conditions") apply to both sales contracts and contracts for services (performance of services or execution of works), and to any contracts that cover a combination of sales and services. These General Terms and Conditions govern the relationship between the Seller and the contracting party (hereinafter the "Customer"). The Seller is an Elia Group company which could be Elia Transmission Belgium SA/NV, Elia Asset SA/NV, Elia Engineering SA/NV, or any of these companies' subsidiaries (hereinafter, the "Seller").
- 1.2. These General Terms and Conditions always prevail over any of the Customer's general conditions, regardless of whether there are any other stipulations or conditions contained in the Customer's order form or any of its documents that may be contrary to these General Terms and Conditions, unless the Seller accepts expressly and in writing the applicability of the Customer's conditions in whole or in part. The General Terms and Conditions may not be tacitly deviated from. Any conduct by the Customer that is contrary to what is contained in the General Terms and Conditions - even if tolerated by the Seller - shall not be regarded as a waiver of these General Terms and Conditions.

2. Establishment and Elements of the Contract

- 2.1. Only the Seller's firm offer, which has been accepted unconditionally within the offer's validity period, shall be binding on the Seller.

In all other instances (acceptance communicated after the offer's expiry, conditional acceptance, modifications to the offer, additional items requested by the Customer, etc.), there shall be a valid contract only if there is Confirmation of the order, i.e. written acceptance by the Seller of the Customer's order. The Contract shall be subject to the conditions contained in the Confirmation.

If the Customer does not agree to the terms contained in the Confirmation, it must inform the Seller immediately and, in any event, no later than eight (8) calendar days after receipt of the Confirmation, which shall be deemed to have taken place three (3) working days after the Confirmation was sent. Failing this, the Customer shall be deemed, subject to evidence to the contrary, to have accepted the terms of the Confirmation.

- 2.2. The contract between the Customer and the Seller (hereinafter the "Contract") only concerns the delivery of goods and the execution of works and/or performance of services as described in the Contract (hereinafter the "Goods and/or Works and/or Services").
- 2.3. The Customer waives the application of Article 1794 of the Belgian Civil Code.
- 2.4. The Contract is made up of the following documents:
 - the Confirmation of the Order and - insofar as the terms contained in the following documents do not depart from those of the Confirmation - the Seller's Offer, the Customer's Order and any subsequent correspondence;
 - where applicable, the Seller's technical description, and the Customer's technical specifications (only to the extent the latter does not deviate from the former);
 - where applicable, the local works or construction-site regulations;
 - where applicable, the provisions regarding access, safety, well-being and the environment;
 - these General Terms and Conditions.

3. Price

- 3.1. The price always excludes VAT and does not include taxes and duties that are directly levied on the Goods and/or Works and/or Services. Unless otherwise stipulated, the price does not include the cost of transport, delivery or collection of the Goods, nor does it include the cost of fitting or installation. All taxes, charges, duties and costs shall be borne by the Customer.
- 3.2. Unless it has been agreed that the prices are firm and non-revisable, prices are subject to revision pursuant to the Agoria (national) index. The reference index number is that of the month preceding the Seller's offer and the new index number is that of the month preceding the execution of the works, services or supplies.

An exceptional increase in the prices of raw materials, other materials, fuels or salaries or any price rise *due to circumstances beyond subcontractors' and suppliers' control* that they have charged to the Seller entitles the Seller to revise its own prices accordingly.

4. Guarantee

The Seller can request the Customer to make an advance payment and/or provide a security that is adequate for guaranteeing the full payment of the price. Failing to pay this advance or security entitles the Seller to suspend the performance of its obligations without prior and formal notice, and any deadlines imposed on them will be automatically suspended. If the Customer's failure persists, the Seller may terminate the Contract unilaterally and claim damages.

5. Payment – Interest and Costs – Objection

- 5.1. All invoices must be paid within thirty (30) calendar days of receipt. An invoice shall be deemed to have been received three (3) business days after it was sent.
- 5.2. If an invoice is not paid in full within the aforementioned period, the sum payable shall be increased automatically from its due date by interest at the rate set out in Article 5 of the Law of 2 August 2002, without prior notice and without prejudice to any claim for damages for collection costs.
- 5.3. Any objection to an invoice must be communicated by registered letter within fifteen (15) calendar days of the invoice being sent. Failing this, the invoice shall be deemed to have been accepted. In the event of a dispute, which will be reasonably justified, the undisputed part of the invoice must always be paid.

6. Performance Deadlines

If the Seller undertakes to fulfil its obligations by a particular date or within a particular period (hereinafter the "Deadline"), the Seller shall make every effort that can be reasonably expected of it to meet the Deadline or to minimise any delays. Deadlines are only binding if the Contract expressly stipulates that they are binding or are essential prerequisites of the Contract.

If the Seller is prevented from complying with the Deadline due to circumstances beyond its control, it may extend the Deadline by an appropriate period which must not exceed the duration of the relevant circumstances. These circumstances can be, among others, any social conflict, violence, riots, acts of terrorism, attacks, natural or climate-related disasters, war or state of war, delays in the supply of goods, materials or parts, delays in transport by land, air or waterway, etc. that jeopardises the Seller's performance of its obligations. Any similar circumstance which is invoked by one of the Seller's suppliers or subcontractors against the Seller is also valid vis-à-vis the Customer.

The Customer must meet its own deadlines.

7. Intellectual Property Rights

The intellectual rights relating to the Goods and/or Works and/or Services shall remain entirely and exclusively the property of the Seller. The Customer only obtains from the Seller the non-exclusive right to use the technical and commercial documents (including plans and diagrams) provided to it under the Contract.

8. Performance of the Contract

- 8.1. The Customer guarantees the correctness and completeness of any information, documents and/or plans that it has provided to the Seller, and exempts the Seller from inspecting or verifying them unless such inspection or verification is explicitly provided for in the Contract. The Customer shall indemnify the Seller against any damage arising from the use of the information, documents and/or plans that it has provided to the Seller and shall indemnify the Seller in any third-party claims arising therefrom.
- 8.2. The Seller undertakes to execute and/or provide the Works and/or Services in accordance with the rules of best practice and standards in force. The Seller is not required to provide any advice.

9. Safety – Environment

The Customer must prepare for and facilitate the performance of the Contract and must obtain all the permits and authorisations required. The Seller may, upon request, provide any necessary assistance in this regard. The Customer is responsible for access to and protection of the work site, and it discharges the Seller from this responsibility. Elia undertakes to supply the Customer with the safety instructions applying to the specific scope of the Works or Services performed. The Customer undertakes to observe them and to ensure that its personnel, persons under its control and third parties entering the site also do so. Except in case of errors made by the Seller or in case of wilful misconduct, gross negligence or the failure by the Seller or its employees to perform an essential commitment, the Customer shall be solely liable for any damage caused to the personnel and materials of the Seller as well as to its own personnel and materials should it fail to observe or ensure that others observe all the safety standards and measures. It shall indemnify the Seller for any consequences arising therefrom.

10. Receipt – Acceptance

- 10.1. The Customer shall ensure that a person authorised to take receipt of the Goods is present at the place, on the date and at the time communicated by the Seller. If the Goods cannot be delivered for reasons beyond the Seller's control, the costs of a later delivery shall be borne by the Customer, if the inability to deliver the Goods is due to the Customer. If the Goods cannot be delivered for reasons beyond the control of both the Seller and the Customer, the costs of a later delivery shall be borne by both parties. Partial deliveries and performance are always possible.
- 10.2. Under penalty of forfeiting its rights of recourse, the Customer must notify the Seller of any visible defects no later than:
 - 1) with respect to Goods: the seventh (7th) calendar day after the delivery of the Goods;
 - 2) with respect to Works and/or Services: the thirtieth (30th) calendar day after the completion of the Works and/or Services or the date of commissioning of the installation (in the event that the latter takes place before the completion of the Works and/or Services).

From then on, the Seller will no longer be liable for visible defects, and only any guarantee against any hidden defects shall be valid, subject to the conditions and limitations mentioned in Article 11 below.

- 10.3. If a visible defect attributable to the Seller is established, the Seller shall repair or replace the Goods and/or Works and/or Services or credit the invoiced price, depending on the circumstances, excluding any payment of compensation.

11. Quality – Hidden Defects

- 11.1. Without prejudice to the guarantee for hidden defects subject to the conditions and limitations stated hereafter, the Seller is not bound by any guarantee whatsoever.
- 11.2. The Seller guarantees the Customer against hidden defects in the Goods delivered and in the Works and/or Services performed until twelve (12) months after the date of delivery of the Goods and/or completion of the Works and/or Services or twelve (12) months after the date of commissioning of the installation (in the event that the latter takes place before completion of the Works and/or Services). Any claim by the Customer under this indemnity must be submitted to the Seller by registered letter without undue delay and in any event no later than seven (7) calendar days after the Customer has noticed or ought to have noticed the hidden defect. The hidden defect must be confirmed by both parties. Any interference, intervention or modification applied or carried after discovery of the defect by the Customer, but before the defect has been confirmed by the Seller, shall automatically result in the Customer forfeiting its right of recourse against the Seller, insofar as such interference, intervention or modification makes it impossible to establish whether the hidden defect arose prior to the Works and/or Services.

- 11.3. The Seller shall not be liable for hidden defects in the event of inadequate, abnormal or incorrect use of the installation which makes it impossible to establish whether the hidden defect arose prior to the Works and/or Services, or if - after the Seller's completion of its performance - the Customer or third parties have modified, interfered with or made an intervention in or on the installation.
- 11.4. The Seller's liability for hidden defects shall be strictly limited to the repair or replacement of the Goods and/or Works and/or Services free of charge or the credit of the invoiced price, depending on the circumstances, without prejudice to Article 13.

12. Proprietary right – Risks – Transport

- 12.1. Delivered Goods and performed Works and/or Services shall remain the property of the Seller until all payments have been made in full.
- 12.2. The risk of the Goods' deterioration or loss for reasons not attributable to the Seller shall pass to the Customer as soon as the Goods have left the storage facilities or workplaces. If this takes place beforehand, as soon as the property has been handed over to the Customer. Unless otherwise stipulated, transport of the Goods shall be carried out at the Customer's risk, responsibility and cost, even if the Seller provides the transport.
- 12.3. The risk relating to the Works and/or Services shall pass to the Customer gradually as the work progresses.

13. Liability

- 13.1. Without prejudice to the guarantee for hidden defects, the Seller may only be held liable for any wilful misrepresentation or any intentional or material breach.
- 13.2. If the Seller's liability for any delay is established, actual or liquidated compensation shall be limited to 5% of the Contract's total value, *unless the Customer can demonstrate that its actual loss exceeds this*. Under no circumstances shall the compensation exceed the price of the Goods and/or Works and/or Services forming the subject of the Contract.
- 13.3. If the Seller commits a material breach, its overall liability shall be limited to the price of the Goods and/or Works and/or Services forming the subject of the Contract.
- 13.4. Under no circumstances shall application of the preceding provisions (13.2 and 13.3) give rise to compensation exceeding the price of the Goods and/or Works and/or Services.
- 13.5. In any event, the Seller shall never be liable for any indirect damage such as but not limited to the loss of profit, interruption of business activities, loss of data, damage to equipment, increase in overheads or harm to third parties or damage to third parties' goods. The Customer shall fully indemnify the Seller for any third-party claims.
- 13.6. Information communicated in the form of catalogues, brochures, graphics, illustrations or similar publications are purely descriptive and do not bind the Seller.

14. Confidentiality

All technical and commercial information exchanged between the Seller and the Customer before, during or after the performance of the Contract is strictly confidential and shall be treated as such by the Customer/Seller. More specifically, the Customer/Seller shall use this confidential information solely for the purpose for which it has been communicated and shall never disclose it to third parties.

15. Nullity

The nullity or unenforceability of any provision of these General Terms and Conditions or of the Contract shall in no way affect the validity or enforceability of the other provisions and shall never render the legal relationship null or void. The parties agree to make every effort to replace any invalid or unenforceable clause with a valid clause that has the same or largely the same economic impact as the invalid or unenforceable one.

16. Applicable Law – Disputes

This Contract is governed by Belgian law. Any disputes fall under the exclusive jurisdiction of the courts of Brussels.