

## GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND/OR SERVICES

### 1. Scope of application

The present general terms and conditions (as negotiated between the Parties, hereafter the “General Terms and Conditions”) shall apply to all orders for goods and/or services issued by Luminus S.A/N.V (hereafter the “Company”), to the extent the said orders do not expressly derogate thereof.

### 2. Order

All orders shall be placed via the Luminus Supplier Portal, a cloud-based platform to which the contractor is granted access as part of the Luminus supplier onboarding process. Except in case of refusal of the order by the contractor via the Luminus Supplier Portal within (5) five days of the sending of the order, the contractor is deemed to have accepted the order.

The order will be deemed effective on the date of sending by an authorized representative of the Company.

By accepting the order, the contractor shall waive all its general or specific terms and conditions, whenever and in whatever form these are communicated.

### 3. Provision of Goods and/or Services

3.1: The contractor shall provide exclusively those goods, and shall furnish exclusively those services, which shall be free of any and all apparent or hidden defect, and which shall be in strict conformity with the order, applicable regulations, state of the art and all standard requirements relating to usage, reliability, product life and end usage that the contractor shall be or should be aware of. The contractor acknowledges that it has received all relevant information and documentation to provide the goods and/or services, that it has made its own enquiries with respect to the accuracy, completeness and adequacy of such information and documentation and that it has been able to raise due diligence questions to Luminus in this respect.

3.2: The Company shall not be deemed to have accepted any apparent defects unless:

- for the provision of goods, it failed to communicate said defects to the contractor within a reasonable period of time or;
- for the provision of goods and/or services, subject to an acceptance procedure, if receipt was acknowledged at the contractor’s behest.

3.3: Without prejudice to any mandatory requirements of law and more stringent provisions of the Agreement, the contractor shall at his own cost repair or replace, according to the Company’s stated wish, any and all defects, defaults and non-compliant goods and/or services observed in a period of 24 months following their respective implementation or provision, and shall reimburse the Company for any and all damages resulting there from.

Repair and replacement shall mean: dismantling, transport, repair, replacement, reinstallation, testing, implementation and all other costs incurred as a result of the defect.

In the event of a replacement or repair, a new 24-month deadline shall come into effect starting with the date of re-implementation or provision.

3.4: The acceptance procedure, if any, will be defined by the Company.

### 4. Transfer of title and risk

The title and risk are transferred to the Company upon delivery at the place of delivery, unless delivery is subject to an acceptance procedure, in which case title and risk will be only transferred upon acceptance.

### 5. Payment/Invoicing

5.1: The prices and rates set forth in the order shall include all costs, taxes and expenses but are exclusive of VAT. The Parties agree that the applicability of the article 5.74 of the Belgian Civil Code is explicitly excluded from this Agreement.

5.2: Insofar the contractor will have complied with his obligations under the Agreement, the amounts due are payable forty-five (45) days from the date of the invoice, via bank transfer into the account specified on the invoice. No payment may be demanded if a payment related to a previous period has not been made as a result of a failure of the contractor.

5.3: All exchanges and communication between Luminus and the contractor with respect to invoicing and related documentation under the Agreement shall take place via the Luminus Supplier Portal. The contractor will submit via the Luminus Supplier Portal the amounts to be invoiced for the performance of its obligations under the Agreement, as well as, each as applicable, time reports, a description of the performed tasks and other documentation, to Luminus for approval prior to actual invoicing. After approval by Luminus via the Luminus Supplier Portal, the contractor will send the invoice to Luminus via the Luminus Supplier Portal.

5.4: The Supplier may verify the payment status of its invoices via the Luminus Supplier Portal. Only after sending a notice of default either by registered letter or via the Luminus Supplier Portal, which has remained without effect for 30 (thirty) Days from receipt by Luminus thereof, any late payment, in whole or part, of any amount due shall lead to the application of interest to outstanding amount at a rate equal to the interbank offered rate for one month in the eurozone (EURIBOR-one month), as published on the last business day of the month preceding the month of issue of the invoices.

If at any time Luminus has overdue receivables under the Agreement or any other contract between the Parties, it shall have the right to set off these receivables against sums billed by the contractor under the terms of the Agreement.

## **6. Subcontracting/ Assignment**

6.1: The contractor shall not delegate all or part of the execution of the order to a third party without the Company's prior written consent. The contractor's subcontractor shall not delegate all or part of the execution of the order without the Company's prior written consent. The contractor shall see to it that this restriction is imposed on its subcontractor as well as on the subcontractor's subcontractors.

Subcontracting shall in no way discharge the contractor from its contractual obligations. In addition, all subcontracting risks shall be assumed in their entirety by the latter.

6.2: The contractor shall not assign all or part of the rights and obligations resulting from the order to a third party without the Company's prior written consent.

The Company shall have the right to assign all or part of its rights and obligations resulting from the order to an affiliated company and shall inform the contractor of said assignment as soon as possible.

## **7. Delivery**

Except otherwise agreed in writing, delivery will be "Delivered Duty Paid" in the Company's facilities as per Incoterms provisions (latest applicable version). The agreed terms for delivery are imperative. In case of non-compliance with an agreed term, the Company shall have the right to withhold payment of 10% of the value of the order or to terminate the Agreement, without prejudice to its right to claim further indemnity for damages caused.

## **8. Termination**

8.1: If no term is stipulated in the order, the contract is deemed to be concluded for an undetermined period, and the Company will be able to terminate partly or wholly the order within 30 Days, by simple notice, without prejudice to art.5.75 of the Belgian Civil Code.

If a term is stipulated in the order, the Company will be able to terminate at any time, and the contractor will be reimbursed for any reasonable direct costs incurred. The contractor shall be required to produce documentary proof of these costs.

8.2: Without prejudice to its right to damages, the Company may terminate the order immediately by written notice if:

- a) the contractor shall commit a material breach of any of its obligations and shall not have remedied such breach within (15) fifteen calendar days of receiving written notice of the breach; or
- b) the contractor shall become bankrupt or enter into liquidation, or have a receiver appointed of its assets or any part thereof or an administration order is served upon it.

## **9. Intellectual Property**

The Company shall have a free right of use without charge of all intellectual property rights existing in connection with the goods or services. The contractor (and/or its third party licensors) shall retain all rights (including Intellectual Property Rights), title and interest in all contractor material (i.e. any document, methodology or process, documentation, data, software or other material in whatever form) but transfers to the Company all intellectual property rights on the developments carried out as part of the services pursuant to an order.

The contractor guarantees that the products and services purchased, rented, leased or licensed under the Agreement and used by Luminus' for its intended purpose do not infringe any third party's rights including third party's Intellectual Property Rights. The contractor shall hold the Company harmless against all claims of third parties pursuant to breach of intellectual property rights, relating to the goods and/or services. The contractor shall hold the Company harmless against any and all liabilities, losses, and expenses associated with any such claim or action.

Furthermore, the contractor will promptly provide the Company with substitute goods and/or services that are functionally equivalent to the enjoined products.

## **10. Liability / Insurance**

The contractor shall assume the liability for all damages, for whatsoever cause, which result directly or indirectly from the delivery of goods or the performance of the services or from the failure to deliver the goods or to perform the services. The contractor shall hold the Company harmless against any third party claims.

The contractor commits to taking out the mandatory insurance policies and/or those that are necessary to perform the order concluded with the Company. Upon request of the Company, the contractor shall deliver a certificate of insurance.

Any claims by the contractor under this Agreement shall be made only against Luminus. The contractor waives any tort claim against Luminus and its affiliated and associated companies, as well as against their respective directors, officers and personnel (whether through an employment contract or self-employed) that are involved in the performance of this Agreement, regardless of the specific cause of damage. Except in the event of fraud, willful misconduct or death and/or bodily injury, and without prejudice to Luminus' obligation to paid undisputed invoices, the total liability of Luminus arising out of or in connection with the Agreement shall not exceed the Fees paid or payable to the contractor during the previous 12 months under the Agreement.

## **11. Follow-up agreements and Luminus Affiliates**

11.1: Follow-up agreements – The contractor commits, at the Company's request, to negotiate in good faith with the Company to enter into follow-up agreements that are in relation to the Agreement and to propose conditions that are at least equivalent to the conditions in the related agreement.

11.2: Luminus Affiliates – The contractor expressly authorizes Luminus Affiliates to make reference to and use this Agreement without having to negotiate new conditions. For this purpose any reference to the Company will be interpreted as a reference to the Luminus Affiliates. Luminus Affiliates refers to any entity that is affiliated or associated with the Company in the meaning of artt.1:20 and 1:21 of the Belgian Companies Code.

## **12. Compliance with laws and regulations**

12.1: The contractor is responsible for the respect of all legal and regulatory requirements and the obtaining of all prior authorizations required by the competent authorities for the supplying of the goods and/or services.

12.2: The contractor will carry out the order as an independent contractor. There is no hierarchical relationship whatsoever between the Company and the staff and third party on whom the contractor calls to carry out the order.

The contractor will conform to every legal obligation regarding its activities in force in Belgium and the Company will on no account be responsible in the event of a violation of the aforementioned legal obligations by or on behalf of the contractor. Particularly, the contractor will be responsible for his affiliation to ONSS in Belgium and will have to submit to any corresponding obligation with regard to his staff in Belgium with the view of implementing the order. Among others, the contractor will take care of all legal duties (for example the said "Limosa declaration") relating to the assignment in Belgium of foreign staff members or third parties to carry out

the order. The contractor also agrees to indemnify and hold the Company harmless from and against any and all liabilities, losses, and expenses associated with any such non respect of the said legal duties.

12.3: In case the contractor fails to comply with one or more of the stipulations of the present article, the Agreement may be terminated at the contractor's expense. Moreover, the contractor is under the obligation to compensate the Company for all the expenses incurred as a result of the non-fulfillment of his obligations.

### **13. Sustainable Procurement**

13.1 *Supplier Code of Conduct* – The contractor acknowledges that it has reviewed and warrants that it will adhere at all times to the Supplier Code of Conduct (“Gedragcode voor leveranciers” / “Code de conduite des fournisseurs”), as available on [www.luminus.be](http://www.luminus.be).

More generally, the Contractor warrants to respect at all times all applicable national and international Laws relating to (i) fundamental human rights (including as stated in the United Nations Declaration of Human Rights, the European Union Charter of Fundamental Rights and the Conventions made under the International Labour Organization), (ii) fraud, bribery and corruption in all its forms, (iii) anti-money laundering, (iv) trade embargoes and terrorism, (v) environmental protection, and (vi) competition law.

Any breach by the contractor of its commitments under this article 13 shall constitute a contractual breach entitling Luminus to suspend and/or terminate the Agreement in accordance with article 8.2.

13.2 *Ethical Reporting* – The contractor may confidentially report conduct that it considers to be illegal or unethical, whether relating to employment, labour, work environment, information management, environmental protection, possible conflicts of interest, unfair trade practices, thefts or otherwise by sending an e-mail to [ethics@luminus.be](mailto:ethics@luminus.be).

13.3 *Health, Safety, Environment and Energy* - When providing services on site, the contractor shall strictly comply with (i) Luminus’ “Health, Safety, Environmental and Energy Conditions for Contractors” (DC 1101) (the “HSEe Conditions”, as made available by Luminus to Supplier) and (ii) any other Luminus’ rules and requirements that have been communicated by Luminus to Supplier in writing. If requested by Luminus, the contractor shall use the “Onyx One” contractor management tool (or any successor tool, as duly communicated from time to time by Luminus) for purposes of contractor registration and monitoring of HSE trainings to be followed by the contractor’s staff.

The contractor acknowledges that Luminus’ HSEe management system is certified for the following standards: ISO 14001 (environmental management systems), ISO 45001 (health and safety management systems) and ISO 50001 (energy management systems). If requirements imposed by these ISO certifications are passed on to the contractor as part of the Agreement, the contractor accepts that Luminus may assess and evaluate compliance with these requirements at any time both during the term of the Agreement and upon completion thereof.

### **14. Luminus Data and Personal Data**

Luminus Data shall be considered private and confidential. The Company shall retain all rights, title and interest in Luminus Data. “Luminus Data” is defined as any data provided by the Company to the contractor and/or data related to Luminus or its activities and/or any data relating to Luminus, including data relating to the Company’s customer database, procedures and knowledge, which may include personal data.

As part of the provision of the professional services and for the entire duration thereof, the contractor may be led to process (use, modify, store, ...) personal data within the meaning of applicable data protection law and the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“GDPR”).

With respect to such processing (and without prejudice to any data processing agreement entered into between the Parties), the contractor shall:

- (a) process such personal data only for the specific fulfilment of its contractual obligations arising from the order, and in accordance with the Company’s documented instructions;
- (b) only process such personal data in a Member State of the European Union or European Economic Area, unless specifically authorised in writing by the Company;
- (c) ensure that persons authorised to process such personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

- (d) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account in particular the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed, and ensure that any natural person acting under the authority of the contractor who has access to personal data does not process them except on instructions from the Company, unless he or she is required to do so by Union or Member State law;
- (e) respect the following conditions for engaging another processor:
- The contractor shall not engage another processor without prior specific or general written authorisation of the Company. In the case of general written authorisation, the contractor shall inform the Company of any intended changes concerning the addition or replacement of other processors, thereby giving Luminus the opportunity to object to such changes.
  - Where the contractor engages another processor for carrying out specific processing activities on behalf of the Company, the contractor shall impose on that other processor the same data protection obligations as set out in this Article 14, by way of a contract or other legal act under Union or Member State law. Where that other processor fails to fulfil its data protection obligations, the contractor shall remain fully liable to the Company for the performance of that other processor's obligations.
- (f) taking into account the nature of the processing, assist the Company insofar as this is possible, for the fulfilment of the Company's obligation to respond to requests for exercising the data subject's rights under applicable data protection legislation;
- (g) taking into account the nature of processing and the information available to the contractor, assist the Company in ensuring compliance with the obligations under applicable data protection legislation in relation to security of processing, to the notification of any breach of personal data to supervisory authorities and data subjects where relevant, to the carrying out of data protection impact assessments where required and to prior consultation of the supervisory authority;
- (h) at the choice of the Company, delete or returns all such personal data to the Company after the end of the provision of the professional services and delete existing copies unless European Union or Member State law requires storage of the personal data;
- (i) make available to the Company all information necessary to demonstrate compliance with these obligations and allow for and contribute to audits, including inspections, conducted by the Company or another auditor mandated by the Company.

The contractor shall indemnify the Company for claims of any third party that arise as a result of the contractor's breach of this Article 14 and the applicable European and Member State law and regulation regarding data protection and/or privacy.

## **15. Confidentiality**

The contractor undertakes to keep any and all information and data confidential which shall be transmitted to it by the Company as part of the order and to refrain from disclosing it to any third party, in any way shape or form, and to refrain from using it in any way other than for the purposes of fulfilling the order itself.

All information shall remain confidential for a period of five years after the order has expired.

## **16. Right to Audit**

Subject to ten (10) days prior notice and during normal business hours, Luminus and/or its external advisors (who may not be direct competitors of the contractor, unless the Parties agree otherwise) have the right to conduct an audit, with a maximum of one (1) per calendar year (except where an audit is required by Luminus regulatory supervisory bodies and/or in case of suspected fraud), in order to (a) verify the accuracy and correctness of all fees and invoices relating to this Agreement, (b) examine the contractor's performance of the services and compliance with its obligations under this contract; and/or (c) carry out any other audit activity related to the Agreement to the extent required pursuant to any applicable Laws. Any direct costs related to the inspection and audits shall be borne by Luminus, unless the audit reveals a breach of its obligations by the contractor.

## **17. Applicable Law/ Jurisdiction**

These General Terms and Conditions and all orders shall be governed by Belgian law, excluding any application of the "United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980".

Any dispute arising out of or in relation with these General Terms and Conditions or an order shall be subject to the exclusive jurisdiction of the Brussels Courts (Belgium).