

THE KBC GROUP
Facilities



CONTRACTS FOR THE CONSTRUCTION OF PROPERTIES
STANDARD GENERAL ADMINISTRATIVE PROVISIONS

SIGNATURE FOR APPROVAL

Company

Signature

Name

Capacity

Date

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APPENDIX 1: SAFETY REQUIREMENTS FOR KBC LOCATIONS

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CHAPTER 1 GENERAL DETAILS

1.1 OBJECT OF THE GENERAL ADMINISTRATIVE PROVISIONS

These General Administrative Provisions (GAP) contain the general contractual terms and conditions for the orders for the construction of properties, and apply to orders of companies in the KBC group.

1.2 DEFINITIONS

- Contractor(s): refers to the person/persons with whom the Principal has concluded an Agreement.
- Contracts, work, activities, services: in this Agreement the terms 'contract', 'work', 'activities' and 'services' shall be used interchangeably.
- Construction Board: refers to the various parties responsible for the duties as described in the Agreement, including control and supervision. This is generally the architect and/or the consultancy firm, in some cases assisted by the quantity surveyor, technical coordinator, monitoring body, ...
The Principal shall not be a member of the Construction Board.
The Construction Board is not the Principal's authorised representative.
The Principal is entering into an agreement with the Construction Board.
- Construction Site: refers to (the) building(s) or location(s) where the Principal wants the work to be performed.
- Construction Site Equipment: refers to the provided equipment, tools, products, vehicles or devices required for the performance of the work on the Construction Site, but without being part thereof.
- Contract Letter: document signed by the Principal and the Contractor whereby the performance of the Agreement is assigned to the Tenderer, and in which the variable details of the Agreement are further specified.
- Execution Plan: refers to the coordinated document that the Contractor is required to prepare upon commencement of the Agreement, as part of its coordination contract. This document relates to both the lots/work completed by the Contractor and those/that performed, if applicable, by (a) subcontractor(s) or Contractors engaged directly by the Principal. This document will fully comply with the key dates imposed by the Master Schedule. The Execution Plan shall take into account weather-related delays, bank holidays, holidays, ..., so that there can be no danger of the aforementioned key dates being exceeded. The Execution Plan, which includes a Critical Path, will be amended systematically when the Contractor signs contracts with Subcontractors in accordance with the approved execution plans prepared by these Subcontractors.
- Common site facilities: refers to facilities located on the Construction site, to be used by the Contractor and any Subcontractors.

- Tenderer:** refers to the natural person, legal entity or organisation without legal personality who/that submits a quotation with a view to concluding an agreement.
- The KBC group:** the affiliates within the meaning of Section 11 of the Companies Act (*Vennootschappenwet*) of KBC Bank NV, and KBC Groep NV, as well as all companies in which the latter has a direct or indirect interest.
- Critical path:** the detailed specification of the order of activities with fixed start and completion dates, which must be performed in order that the Agreement be completed within the terms of the Agreement.
- Lot:** refers to the operations, work and contracts to be performed by means of a certain discipline or technique.
- Master Schedule:** refers to the specific contractual key dates. The Master Schedule shall be included in the Execution Plan.
- Contractor:** refers to the person/persons who performs/performs work after concluding a construction agreement with the Contractor.
- Principal:** A company or companies referred to in the Special Administrative Provisions and/or the Contract Letter, who is/are part of the KBC group.
- Agreement:** is the full range of respective rights and obligations between the parties, consisting of these General Administrative Provisions and the Contract Letter, and, where necessary, the Special Administrative Provisions, the General Technical Provisions, as well as all of the annexes, including all amendments or addendums agreed between the parties in writing, as will be specified in detail in the Contract Letter prepared collectively by the parties.
- Performance documents:** refers to the documents that must be supplied by the Contractor within the framework of the Agreement. The following shall be distinguished from one another: plans (in accordance with the most recent version or update of the KBC CAD standard), technical files, calculation notes, as-built file, all documents related to the EPIC report, all legal documents related to the post-intervention file,
- Safety Coordinator:** the person, appointed by the Principal based on the Welfare Act (act of 4 August 1996 concerning the welfare of employees in the performance of their work, Belgian Official Gazette, 18 September 1996) and its implementing decrees, and the Royal Decree of 25 January 2001 regarding temporary or mobile construction sites.
- Reporter regarding Energy Performance & Indoor Climate (EPIC reporter):** the person, appointed under the decree of 22 December 2006 regarding requirements and enforcement measures related to energy performance and the interior climate of buildings and for the implementation of an energy performance certificate and an amendment of Article 22 of the REG decree (B.S. 27 March 2007) and the implementation decrees. Where applicable, a member of the Construction Board can also be appointed EPIC reporter.

1.3 CONTRACT AWARDING PROCEDURES

The contract shall be awarded after limited enquiries.

The Principal shall reserve the right to assign the order to the Tenderer of its choice, without the Tenderer necessarily having made the lowest bid, and without having to justify its decision to the other Tenderers.

The Principal shall also be entitled to invite a second or more tenders, split the shares, or negotiate with one of the Tenderers or a third party and possibly award them the order, all without amendment of the specifications.

Under no circumstances can a Tenderer whose tender was not accepted claim any damages from the Principal, for whatever reason.

Neither can a Tenderer demand a price increase in the event that the contract is divided, unless a specific reserve was made in the quotation.

Different contracts can be performed on the Construction Site in succession to or simultaneously with the contract in question. In this respect, the Master Schedule, which – depending on the case – shall be part of the tender specification, must be respected.

Unless otherwise stipulated, the Contractor will never be able to claim exclusivity.

1.4 LEGAL FRAMEWORK

1.4.1 Documents of the Agreement

The different documents of the Agreement shall complement one another and must be understood based on one another.

In the event of discrepancy between the Contract Letter and the other documents comprising the Agreement, the Contract Letter signed by the Principal and the Contractor shall take precedence over such other contract documents.

In the event of objection, detailed provisions shall take precedence over general provisions. In the event of ambiguity, the interpretation most beneficial to the Principal shall take precedence.

This shall, among other things, apply to all unspecified activities and/or subactivities that are part of and/or logically part of the work to be performed.

1.4.2 Administrative Provisions

1.4.2.1 General Administrative Provisions (GAP)

Comprise the general administrative contractual terms and conditions that apply to the Agreement.

1.4.2.2 Special Administrative Provisions (SAP)

Comprise the additional administrative terms and conditions that apply solely to the Agreement. They are described specifically in a separate document for each individual Agreement. They are a supplement to the General Administrative Provisions. In the event of discrepancies between the two, the Special Administrative Provisions shall take precedence.

1.4.3 Technical Provisions

In the event of discrepancy between the Administrative Provisions and the Technical Provisions, the Administrative Provisions shall take precedence.

1.4.3.1 General Technical Provisions (GTP)

Comprise the general technical provisions that apply to the performance of the Agreement.

1.4.3.2 Special Technical Provisions (STP)

Comprise the technical provisions that apply to each individual Agreement as they should be performed as part of a named project or group of projects, and have been described specifically in a separate document. They are a supplement to the General Technical Provisions. In the event of discrepancies between the two, the Special Technical Provisions shall take precedence.

1.4.4 Statutory provisions

Comprise all applicable legal and regulatory provisions, such as, but not limited to provisions concerning the environment, town planning, access, the General Regulations on Industrial Safety (ARAB), the Code on Welfare at Work (*Codex Welzijn op het Werk*), the General Regulations on Electrical Installations (AREI), police regulations, municipal regulations, fire service regulations, decrees by the government regarding public order, safety, traffic, ...

1.4.5 Town-planning permit/Environmental permit

The Principal must ensure that it has an exercisable town planning permit/ environmental permit that is also fully consistent with the permit application.

If the Principal does not possess these permits on entering into the Agreement, the latter will be concluded on the condition precedent that the Principal obtains a town-planning permit/environmental permit within a specified period that is exercisable and complies fully with the application. If this condition precedent is not satisfied within this period, the Principal cannot be required to pay any compensation.

1.4.6 Safety regulations (statutory and contractual)

The safety regulations formulated by the Principal – including the most recent edition of the Safety Requirements for KBC Locations (*Veiligheidsvoorschriften voor KBC Locaties*) (Annex 1) – must be strictly complied with. By means of its tender, the Tenderer undertakes to, where necessary, enquire about the safety regulations that apply in the buildings and on the sites where the activities must be performed. Where necessary, it will visit the building or site in question beforehand.

The Principal will comply with the legal provisions concerning safety on temporary and mobile construction sites, and the decisions taken in the application of this legislation.

By means of its tender, the Tenderer shall acknowledge that it is familiar with and accepts such safety regulations and provisions.

The Principal shall bear the responsibility for the coordination concerning safety in accordance with the provisions of the Safety Requirements for KBC Locations, unless other stipulations have been made in a special agreement.

The Contractor shall notify the Principal immediately in the event of an onsite accident. In addition, the Contractor shall comply with the regulations and with the accident procedures provided for in the Safety Requirements for KBC Locations (*Veiligheidsvoorschriften voor KBC Locaties*).

The Contractor will only deploy work resources that comply with the legal standards for the relevant resource (including, but not exclusively, the Act of 9 February 1994 on the safety of products and services) and the regulations of the Principal's Service governing Prevention and Protection Issues at Work (*Dienst voor Preventie en Bescherming op het Werk van de Opdrachtgever*). Where necessary, the Contractor will enquire personally about the relevant regulations.

When submitting its tender it shall include all of the documents and certificates required by the Principal or law in this case.

1.4.7 Sustainability clause

The Principal shall at all times endeavour to employ sustainable and socially responsible business practices.

The Principal shall expect the Contractor (including the persons for whom the Contractor is responsible, such as appointees and/or any Subcontractors) to:

- adopt a strict deontological attitude;
- - comply with environmental requirements;
- be committed to sustainable business.

The requirements related to sustainable and socially responsible business apply to all the Contractor's entities, i.e. including any of its parent companies and subsidiaries.

The Contractor's obligations in this regard are detailed below.

The Contractor must also properly comply with the other provisions of this GAP, which are directly or indirectly related to this issue.

1.4.7.1. Deontological aspects

The KBC group shall place particular emphasis on a strict deontology, during both the award process and the performance of the Agreement.

A correct professional attitude shall be expected from both the employees / authorised representatives of the Principal and the Tenderer / Contractor.

The Principal shall reserve all rights in case the Tenderer / Contractor fails to comply.

1.4.7.2. Environment

Without prejudice to the other provisions of this GAP, the following regulations shall apply with regard to care for the environment:

The Contractor will strictly comply with all provisions with regulatory power concerning the environment in the broadest sense of the word. It will also ensure that the persons for whom it is responsible (for instance, appointees and /or any Subcontractors) respect the environmental regulations. The Contractor will, for instance:

- only accept legally permitted products and materials in the performance of the Agreement and respect all regulatory regulations and safety instructions concerning their use;
- at all times have the necessary compulsory permits or reports at its disposal. The Principal can at any time request that these be presented. The Contractor will also monitor that the terms and conditions of the permits are respected at all times;
- at all times comply with its duty of care.

All environmental levies and environmental contributions, of any nature or form, concerning the products or activities, shall be for the account of the Contractor, and must therefore be included in its price.

The Contractor shall be fully responsible for any environmental damage in the broadest sense of the word, resulting from the performance of its activities. Furthermore, the Contractor shall indemnify the Principal against any claims by third parties (including the government) in this respect.

Unless otherwise stipulated, all waste resulting from or connected with the performance of its activities, of any nature or form, shall be the property of the Contractor. Without this being able to represent due cause for a surcharge to the Principal, all obligations concerning the waste shall therefore lie with the Contractor (such as the waste product register and packaging waste regulations), and the Contractor shall have to take back, remove and dump or process the waste in accordance with the prevailing regulations (environmental regulations, cooperation agreements concerning waste packaging, regulations of the inter-regional packaging committee, ...). As proof of the above, the Contractor must be able to present the necessary certificates to the Principal.

At the request of the Principal, the Contractor will also take back and selectively collect materials, devices and products and so forth, which will be replaced by its activities.

In the performance of its activities, the Contractor shall use packaging materials that cause the minimum of damage to the environment, and notify the Principal in a timely manner regarding new or replacement environmentally friendly goods introduced on the market.

Without prejudice to the above provisions regarding waste, the Contractor will, in so far as is legally permissible, be regarded as the producer of the waste products, and fulfil the obligations concerning the waste product register in its own name.

However, for the waste products for which the principal is designated as the producer under the prevailing waste product regulations, the Contractor will furnish the Principal with the necessary documents and certificates for each individual site, based on which the Contractor shall be able to fulfil its obligations.

The following provisions apply to problems related to soil transport:

A Land situated in the Flemish Region:

In Flanders, the provisions below apply to what is referred to as 'soil transport' (*grondverzet*), as described in Chapter XIII of the Decree of 27 October 2006 regarding soil remediation and soil protection, and in Chapter XIII of the Decree of the Flemish Government of 14 December 2007 regarding the adoption of the Flemish Regulations regarding soil remediation (hereinafter: VLAREBO).

The Principal will furnish the Contractor with a technical report based on which the Contractor can prepare its quotation. The technical report, whose purpose is to determine the environmental quality of the soil to be excavated, is prepared under the supervision of a certified soil remediation expert. The report is prepared based on an analysis of representative samples. In technical terms, it must comply with the requirements of a technical report (*Technisch verslag*) within the meaning of VLAREBO.

The Contractor shall be fully responsible for complying with the relevant legislation at its expense, without this being able to represent due cause for a surcharge to the Principal. In terms of the purely financial aspects, this regulation will not apply if the Contractor, at the time of the soil excavation, has additional soil samples taken at its expense by an expert to be designated in consultation with the Principal. If the Contractor does not exercise this right, the parties will deem the excavated soil compliant with the technical report prepared by the Principal. If, however, additional soil samples have been taken and the excavated soil proves to be more contaminated than indicated by the technical report performed by the Principal, the original soil samples will be analysed by the expert at the cost of the Contractor. If it emerges that the additional contamination was already present in the soil samples, the Principal will reimburse the Contractor for any additional processing costs arising directly from the additional contamination. The application of the regulation detailed above with regard to soil transport (both the standard procedure and the alternative procedure) can never be a justification for a delay in the performance of the work. The Contractor shall therefore still be required to commence the work at the expected time and complete the work by the expected deadline.

B Land situated in Brussels and the Walloon Region

The contractor is responsible for complying with all legal obligations.

1.4.7.3. Active focus on sustainable business

The Principal shall at all times endeavour to employ 'sustainable' or 'socially responsible' business practices. The Principal attaches considerable importance to matters of social ethics (such as social relationships within the company, human rights issues and safety) and care for the environment. The Contractor is fully aware of this, and will refrain from using overtly non-durable products or production methods. In its performance of its activities, the Contractor shall use materials that cause the minimum of damage to the environment. In addition, the Contractor will, within the framework of the entrusted order, support the pursuit of corporate social responsibility by the Principal as much as possible by, for instance, informing the Principal in a timely manner regarding new or replacement environmentally friendly goods introduced on the market. If the products used or supplied by the Contractor meet the standards of a public (for instance, EEC) or private eco-labelling system, the copies of any certificates will be submitted with the tender. If using wood, the Contractor will only use wood bearing the FSC (Forest Stewardship Council) label.

1.5 PRINCIPAL'S ORGANISATION

The Principal or its appointees can exercise control over the activities performed. The Principal shall designate specific representatives to this end. Only the Principal or its representatives can give guidelines and/or instructions to the Contractor.

1.6 TEMPORARY COMMERCIAL PARTNERSHIP

If the Tenderer is a temporary commercial partnership (*tijdelijke handelsvennootschap*), the temporary commercial partnership must be submitted with the tender, as well as an organisational chart of duties and cooperation for the purpose of the project.

The parties involved in the temporary commercial partnership shall, notwithstanding any agreement stipulating otherwise, be jointly and severally liable with respect to the Principal for the obligations arising from the Agreement, which were entered into on behalf of the temporary commercial partnership.

1.7 LANGUAGE AND CURRENCY

The official language for all contacts, both written and verbal, with the Principal shall be Dutch. All documents required from the Contractor will be written in Dutch. In the case of translations, the Dutch version will be binding.

Amounts will be denominated and paid in euros (EUR).

1.8 CORRESPONDENCE

All announcements, notifications, correspondence and contacts in the context of the Agreement must be directed to Principal or the addresses stated in the SAP and/or the Contract Letter.

As regards deadlines, the date of posting shall be regarded as the dispatch date.

1.9 TRANSFER OF RIGHTS AND OBLIGATIONS

Notwithstanding the stipulations below, the parties cannot transfer the rights and obligations arising from the Agreement without the prior written permission of the other party.

The Principal shall still reserve the right to transfer the rights and obligations arising from the Agreement to an affiliated company or its legal successors.

The Contractor undertakes to offer all companies in the KBC group, as well as the branches and sub-branches of the Principal, which would consider entering into a contract with the Contractor for activities that come under the Agreement, the same terms and conditions stipulated in this agreement with the Principal.

1.10 AMENDMENTS TO CONTRACTUAL PROVISIONS

Amendments to the contractual provisions shall only valid if agreed in writing.

The nullity of one or more provisions of the Agreement shall not affect the validity of the Agreement as a whole. Where necessary, the parties shall, in consultation, establish a new regulation for the provisions concerned, which corresponds with the technical and economical rationale of the clause as closely as possible.

1.11 WAIVER OF RIGHTS

The fact that one party refrains from exercising its rights arising from the Agreement, or enforcing those rights with respect to the other party, shall in no way mean that such party is waiving its rights.

1.12 PERIOD OF LIMITATION

Except in the case of statutory of conventional limitation periods, each debt of the Contractor (including, but not restricted to outstanding invoices) shall lapse immediately six months after the definitive acceptance date.

CHAPTER 2 TENDER AND AWARDING OF THE CONTRACT

2.1 TENDERER'S COMPETENCE AND OBLIGATIONS

2.1.1 General details

By means of its actual tender, the Tenderer shall declare that it is capable of performing the work as described in the tender documents.

It must have ascertained the situation on site and must be aware of all of the required activities, as well as the degree of complexity, accessibility problems or any other situation that could affect its performance of its order. After the conclusion of the Agreement, it cannot plead ignorance regarding this matter, or, where relevant, use errors or deficiencies in tender documents as an excuse, to obtain price adjustments and/or amendments to other terms and conditions.

2.1.2 Tenderer's duty of disclosure

The information provided by the Principal must contain all of the aspects required to obtain a satisfactory result, a structure without defects, which is solid and fulfils the objective for which it will be erected.

Where relevant, when submitting its tender the Tenderer must add any comments or reserves it may have with respect to the tender documents.

When submitting its tender, the Tenderer shall be permitted to make reservations or propose specific measures as regards the land on which the buildings are constructed and the solidity of the buildings, or even the imposed conception of the design.

The Tenderer and the Principal may not perform any acts or omissions that obstruct the performance of the contract in good faith.

After the details of the contract have been determined, the Tenderer will not be able to use errors or deficiencies in tender documents as an excuse to obtain price adjustments or amendments (such as term extensions) to other terms and conditions.

Ambiguities in the contract documents will be interpreted to the advantage of the Principal.

2.1.3 Completeness of the details provided by the Contractor

All aspects of the Tender must be complete. The work performed must, with the exception of activities expressly excluded by the Principal, include all processes, substances, materials, equipment, mechanisms and accessories required to fulfil their objective and purpose, even if this was not expressly stated in the Administrative or Technical Provisions, given that their content is indicative but not restrictive.

2.1.4 Mandatory quotation

If necessary, the Contractor shall request a quotation for specific lots/works from potential subcontractors proposed by the Principal. The Contractor shall furnish evidence of this immediately upon the Principal's request. However, the Contractor shall remain authorised to contract either a subcontractor proposed by the Principal or another subcontractor, subject to the provisions of Article 2.2.8.

2.2 PREPARING THE TENDER AND THE DOCUMENTS TO BE ENCLOSED

2.2.1 Tender document

If this is included in the tender, the tender shall comprise the tender document signed by the Tenderer.

The tender shall not bind the Principal.

2.2.2 Summary bill of quantities

The tender shall comprise the summary bill of quantities, properly examined, signed and supplemented with the unit prices by the Tenderer, the overall totals, subamounts per entry or item and the total amount, on the relevant form.

The Tenderer shall not be permitted to amend the definition of the amounts stated in the summary bill of quantities (whether presumptive or fixed). The amounts specified by the Principal shall, however, be purely indicative and must be verified by the Tenderer. In the event that the Tenderer has comments regarding these amounts, it must state and substantiate them in a separate note.

2.2.3 Technical details

When submitting its tender, the Tenderer shall include all of the necessary documents describing the technical performance of its contract, the applicable methods and systems and the resources to be used, in so far as these have not been specified in the Technical Provisions.

2.2.4 Required annexes

The tender must include the annexes requested in the Special Administrative Provisions or the Special Technical Provisions.

2.2.5 Execution plan – phasing of the work

Within 10 business days following the conclusion of the Agreement, the Contractor will draw up an Execution Plan including a Critical Path, which will be submitted for approval to the Principal.

The Execution Plan takes into account the following elements:

- the key dates imposed in the Master Schedule;
- the Master Schedule conveys the contract in the form of duties and sub-duties to clarify the order of and relationship between their respective performance;
- for each duty the Master Schedule shall also state the expected date for the approval of the materials, the approval of the plans, as well as the expected date for decision-making by the Principal;
- the phasing of the work: In its schedule, the Contractor will reserve sufficient space for the work to be performed by its subcontractor(s) and for the other contracts (i.e. work for which the Contractor has engaged another/other Contractor(s), should this prove necessary);
- the preparation of, and submission to, the Principal – and, if necessary, the safety coordinator and the EPIC reporter of the documents that must be in the possession of these parties before the Principal can permit the preliminary delivery.

The Contractor undertakes to perform all of the necessary performance studies, activities, deliveries, fabrications, or any other duties it was assigned within the framework of this Agreement, within the established terms. If the Contractor fails to fulfil this obligation, the Principal shall reserve the right to impose the sanctions and/or apply the losses in value as described in the sections 6.5 'Violation of the Agreement and dissolution of the Agreement' and/or 5.7 'Discounts and losses in value'.

2.2.6 Health and safety plan and Safety Requirements for KBC Locations

The Tenderer shall be obliged to comply with the legal provisions concerning the safety and health plan in accordance with Section 30, subsections 1° and 2° of the Royal Decree of 25 January 2001 regarding temporary or mobile construction sites. This, among other things, includes supplying a separate document and a separate price calculation, both of which refer to the performance of the safety and health plan, including the prevention and protection measures and resources.

When submitting its tender, the Tenderer is required to enclose a signed Safety Requirements for KBC Locations form.

2.2.7 Sustainability requirements for suppliers

KBC attaches great importance to socially responsible policy. Each tenderer shall therefore be expected to sign the document 'corporate social responsibility requirements for companies in the KBC group' (*duurzaamheidsvereisten voor leveranciers van ondernemingen van de KBC-groep*) for approval. This requirement is in line with the section in paragraph 1.4.7 entitled 'Sustainability Clause'.

2.2.8 Information on Subcontractors

When submitting its tender, the Contractor must add the list of its possible Subcontractors, as well as summary of the activities it wishes to have performed by means of subcontracting.

All work shall be entrusted to capable and trained professionals.

The assignment of the work shall also involve acceptance of the specified Subcontractors by the Principal, unless comments were formulated or a reservation was been made.

2.2.9 Additional documents or information

At the request of the Principal, the Tenderer will provide all of the required additional information within the 8 calendar days.

2.2.10 Costs

All of the costs incurred by the Tenderer with respect to any preliminary surveying activities, the quotation and, if necessary, with respect to further negotiations, shall be solely for the account of the Tenderer, even if the Principal does not conclude a construction agreement with the Tenderer.

2.3 SUBMISSION OF THE TENDER

The contract shall be restricted and the tenders shall not be opened in public.

The tender (one original copy of the documents to be signed), dated and signed, must arrive at the address of the Principal by no later than the date and time stated in the letter of invitation to tender.

Based on their tender, including all of the improvements and/or additions made during the term of the tender, the Tenderers shall remain bound for a term of 60 (sixty) calendar days, from the day following the expiry date of the tender.

The Tenderers whose tender has not been considered cannot claim any damages or demand any justification from the Principal or any member of the Construction Board.

Any general delivery, invoicing or other conditions of the Tenderer shall be expressly inapplicable.

2.4 THE AGREEMENT

2.4.1 Conclusion of the Agreement

The Agreement shall be formed and concluded through mutual signing of the Contract Letter by the Principal and the Contractor.

The Tenderer shall be liable for and required to pay for any damage, of any nature or form, suffered by the Principal as the result of refusal by the Tenderer to sign the Contract Letter. The compensation shall be calculated at a fixed amount of 25% of the contract amount. This fixed compensation shall apply without prejudice to the right of the Principal to prove and recover the loss actually incurred, without restriction of the amount.

2.4.2 Type and nature of the Agreement

The Agreement can be structured in one (or a combination of) or a variety of the following ways. If no specific information is available, the Agreement shall apply based on a relative fixed amount with an overall price.

2.4.2.1 Overall fixed amount

An Agreement whereby the Tenderer undertakes to perform the contract at the fixed and definitive total price it has specified in advance in its tender.

The nature of the fixed amount shall not be affected by the addition, by means of reference, of a summary bill of quantities and unit prices. The Contractor shall accept all risks related to the actual scope of the work and the required materials, the difficulties that can be expected in the performance of the work, and the problems that do not affect the essence of the Agreement, the fluctuation of salaries and material prices.

2.4.2.2 Relative fixed amount with overall price

An Agreement with a fixed contract amount, whereby the Principal shall reserve the right to make amendments to the initial Agreement. These amendments shall be made in the form of adjustments based on the unit prices stated in the Agreement.

The Contractor, and the Contractor alone, shall bear the full responsibility for the accuracy of the amounts and totals stated in the tender.

2.4.2.3 Price list

An Agreement in which only the unit prices are fixed, but the quantities to be provided are undetermined. The unit prices shall consist of the purchase price for the materials, the costs for transport to and from work, the labour required for the preparation and fixing, ..., as well as the general costs and profit of the Contractor.

The Agreement shall be annexed with a list specifying the expected quantities (EC) for the activities for which the Tenderer shall determine the unit prices. The EC shall serve purely as an estimate. After performance, the quantities shall be cross-verified by means of a survey. Discrepancies, however large or small, between the EC and the actual quantities, shall not constitute grounds for an increase in the unit prices.

2.5 SUBCONTRACTORS AND TEMPORARY WORKERS

2.5.1 Designation of Subcontractors

The Contractor may suggest a Subcontractor in accordance with Article 2.2.8.

Alternatively, the Principal may designate (a) Subcontractor(s) for specific lots.

Once the Agreement has been concluded, the Contractor will not be permitted to enter into a partnership with a third partner without the Principal's prior written consent.

2.5.2 Terms and conditions

The terms and conditions below apply to all subcontracts, both those the Principal has accepted and those where the Principal has assigned the subcontract.

In the Agreement with the Subcontractor, the Contractor shall include equally strict or even stricter provisions than those of the Agreement between the Principal and the Contractor.

The Principal will at all times be able to request from the Contractor a copy of the full subcontracting agreement and the technical provisions of the orders transferred.

No contractual relationship of any form will develop between the Principal and the Subcontractors. The Contractor shall remain personally and fully responsible for performing the work or parts thereof, which are to be performed by a subcontractor.

The Principal can invoke the commitments undertaken by the Subcontractor vis-à-vis the Contractor, which directly concern the performance of the work, as a condition for a third party.

All costs, direct or otherwise, resulting from a direct claim (made justifiably or otherwise) by Subcontractors against the Principal, shall be chargeable to the Contractor.

If as a result the Principal is involved in legal proceedings, these costs will be calculated at a fixed amount of 5 000 EUR without prejudice to the right of the Principal to prove and claim the actual costs (including fees and costs of its lawyers).

In addition, the Principal shall be entitled to make a provision for repayment of the costs concerned by making deductions from the invoices of the Contractor based on the expected costs, or having them stated as deductions on the requests for payment.

Because the claim against a Subcontractor can result in additional costs in the event of disputes or negotiations, ... (e.g. multiple parties involved in legal proceedings, third-party summons, ...) the Contractor will reimburse the Principal for all resulting costs and additional costs. These additional costs may also constitute a reason for discounts in preparing the payment requests or deductions on invoices.

2.5.3 *Temp employment*

The Contractor must in particular observe:

- the act of 24/07/1987 on temporary labour, temp employment and the provision of personnel;
- the relevant prevailing implementing decrees and collective labour agreements.

CHAPTER 3 PERFORMANCE OF THE AGREEMENT

3.1 STATUTORY AND REGULATORY PROVISIONS

For the duration of the performance of the Agreement, the Contractor will observe:

- the prevailing legal regulations, rules, official standards, regulations of the Contractor with regard to safety, well-being, health, safe and healthy use of the work resources and personal protection equipment (the Contractor must report any remaining risks to the Principal);
- the sustainability clause as described in 1.4.7 Sustainability clause;
- the conditions for avoiding risks related to welfare, health and safety;
- the prevailing legal provisions regarding attendance registration for temporary and mobile construction sites

In this context, the Contractor must present all of the compulsory certificates and pay for all of the required rights of any nature or form. Amendments to these regulations or standards cannot result in price increases or term extensions.

Interventions and approvals by other parties shall in no way diminish the responsibility of the Contractor.

3.2 CONTRACTOR'S OBLIGATIONS

The documents that must be prepared and/or supplied by the Contractor pursuant to the Agreement, must be complete in all respects and comply with the state of the art, as well as all of the legal and regulatory provisions. They must cover the operations, activities or subcontracting within the meaning of the provisions of the Agreement, and contain all of the details required by their recipient.

The work, deliveries and services supplied must be complete in all respects, comply with the state of the art, as well as all of the legal and regulatory provisions, including all processes, substances, materials, equipment, mechanisms and accessories required to fulfil their objective and purpose, even if this was not expressly stated in the Agreement, given that their content is indicative but not restrictive.

The equipment, personnel and work equipment required for proper performance of the contract must be and remain available at all times during the performance of the contract.

The Contractor undertakes to provide sufficient personnel for the term of its Agreement. If personnel are replaced, they will be replaced by personnel with equivalent qualifications who are thoroughly informed regarding the previous history of the Agreement at the time of their replacement, ensuring that the continuity and quality of service is preserved.

All work must be entrusted to a sufficient number of persons with expertise in the discipline, with a view to rapid and regular performance. The Principal can demand that personnel be replaced on valid grounds such as lack of professional ability, misconduct, non-compliance with the safety regulations, etc.

The Contractor undertakes to, in that case, take the necessary measures and replace the parties concerned.

The Contractor shall ensure that both its personnel and Subcontractors maintain the necessary order and discipline on the Construction Site and comply with all of the legal requirements. In this context, it is the sole responsible party with respect to the public institutions and the government as regards the legal requirements concerning employment, attendance registration

for temporary and mobile construction sites, social security and taxation, including, if applicable, but not exclusively, legislation concerning employment (immediate reporting of employment). In this context, it is the sole responsible party with respect to the public institutions and the government as regards the legal requirements concerning employment, social security and taxation, including, if applicable, but not exclusively, legislation concerning employment (immediate reporting of employment). Where necessary, it shall also undertake to deny any employees who are not in possession of a social identity card, or not compliant with the relevant legislation, access to the Construction Site. It shall make every effort to ensure that any social inspection takes place in the most effective possible manner and give its full cooperation to this end.

3.3 CONTRACTOR'S LIABILITY AND ADMINISTRATIVE OBLIGATIONS

3.3.1 Public liability (hereinafter PL)

The rules of common law shall apply in so far as the Agreement does not contain any varying stipulations.

The Contractor shall bear sole responsibility, irrespective of any intervention by the Principal or third parties, for the realisation of its contract.

As regards the technical solutions determined by or presented by the Principal in the management or the work, the Contractor can never be regarded as an unqualified and menial supervisor.

In its capacity as Contractor, it shall bear the responsibility for the technical performance and guarantee the result.

It shall be obliged to notify the Principal regarding any arrangements in the tender and project documents that are abnormal or in conflict with sound management practices, concerning the approach and procedures, as well as any irregularities during the performance of the work.

Any supervision by the appointees of the Principal shall not involve any transfer of authority or responsibility. The guidelines and advice provided by the Principal or its appointees can to no extent release the Contractor from its exclusive responsibility.

The Contractor shall be liable for any damage, loss or hindrance caused to third parties through the performance of the work, without any recourse against the Principal.

For instance, the Contractor shall among other things be liable vis-à-vis the Principal and third parties for all material damage and physical injury caused by error or negligence on the part of its representatives, appointees and any third party it involves in the performance of the Agreement. The Contractor shall also be liable for all damage caused by facts or matters for which it is either directly or indirectly responsible, or for which it has supervisory powers.

In the event that it is held liable vis-à-vis third parties, the Contractor shall have no right of recourse against the Principal.

The Contractor will at all times remain liable for all of the goods it has supplied and installed, even if it obtained such goods personally from a third party, as well for as any hidden defects, even if it was personally unaware of such defects.

In this context the most stringent rules regarding liability shall apply in each case (either those concerning contracting or those concerning purchasing).

The Contractor will defend the Principal, its appointees, employees and agents with regard to, indemnify them against, and reimburse them for all losses, costs, damage, expenses and complaints, irrespective of their nature and size (including the complaints based on Article 544 of the Belgian Civil Code), which occur during and/or as a result of the performance of the Agreement.

3.3.2 Insurance

3.3.2.1 Types of insurance the Contractor is required to take out

3.3.2.1.1 Types of insurance

Without the following provision being able to be interpreted as a restriction of the above Section 3.3.1, the Contractor acknowledges that it has taken out an annual insurance policy that covers the risk of industrial accidents involving its personnel, as well as the risks of liability vis-à-vis third parties for any physical injury and/or material damage caused during and/or as a result of the performance of the Agreement by either itself or anyone it directly or indirectly appoints. These insurance policies must remain in force for the full duration of the work.

The Contractor will ensure that any Subcontractors it engages are also covered in accordance with the provisions of this Section.

3.3.2.1.2 Cover and certificates

Upon first request by the Principal, and in the event of its absence at least seven calendar days before the commencement of the activities, the Contractor will furnish the Principal with certificates prepared by its insurers concerning the cover mentioned under 3.3.2.1.1.

These certificates must include the following details:

- policyholder (*verzekeringnemer*)
- policy number
- public liability insurance for operations (with cover amount for physical injury and material damage) with express indication that the cover also applies in the event of fire and water damage, as well as damage to the actual building in which activities are performed;
- public liability insurance after completion;
- cover of the entrusted object;
- confirmation of cover for industrial accidents;
- confirmation of regular premium payment and term of the cover taken out.

The insurance policies must cover at least the following amounts (in addition to which it is stipulated that the liability of the Contractor shall under no circumstances be restricted to the cover and amounts of the policies it has taken out):

- for general carcasses;
 - public liability insurance for operations: 2,500,000 EUR per individual claim for physical injury and material damage combined;
 - public liability insurance after completion: 2,500,000 EUR per individual claim for physical injury and material damage combined;
 - cover of the entrusted object: 250,000 EUR per individual claim.
- for completion work and minor subcontracted work;
 - public liability insurance for operations: 1 500 000 EUR per individual claim for physical injury and material damage combined;
 - public liability insurance after completion: 1 500 000 EUR per individual claim for physical injury and material damage combined;
 - cover of the entrusted object: 125 000 EUR per individual claim.

These insurance certificates will also contain a clause which ensures that any amendment, cancellation or dissolution of the policy or policies will not become effective until a term of 30 days, commencing when notification is sent by the insurer to the Principal by registered post, has elapsed; the date of posting will apply as the commencement date for the calculation of this term.

In the insurance certificates, the insurers must certify that they waive any recourse against the Principal or its directors and employees.

One month before the end of the period of validity of an insurance certificate, the Contractor must automatically supply the Principal with a new insurance certificate.

For its part, the Principal recognises that it has taken out insurance against material damage for:

- the buildings in its ownership,
- any improvements carried out in buildings it rents,
- the contents of these locations, including machinery and electronics.

The cover is underwritten on the basis of the replacement value of these goods.

Furthermore, the Principal is insured against consequential loss (additional costs following material loss) with a sum insured of EUR 25 million per loss event.

Both policies provide for a waiver of recourse for the Contractor and its subcontractors, except in the event of deliberate intent. This waiver of recourse only has effect in the extent to which the liable party cannot shift the risk to an existing insurance policy or to another liable party. The waiver of recourse does not apply in the event that the Contractor and/or its subcontractor fail to comply with the insurance obligations under the contract. In the latter case, the insurer will be able to seek recourse within the limits of the insurance cover provided for in Article 3.3.2.1.2.

3.3.2.1.3 Insufficient cover

If the Contractor fails to comply with the provisions above under 3.3.2.1.1 and 3.3.2.1.2, the Principal can, for the account of the Contractor and at the expense of the latter, personally take out an insurance policy in accordance with the above-mentioned provisions, and deduct the premium paid from the amounts payable by the Principal.

3.3.2.2. Insurance that can be taken out by the Principal

Without the possibility of the provision below being interpreted as a limitation of the scope of the above-mentioned articles 3.3.2.1.1 to 3.3.2.1.3, the Principal can take out Construction All-Risk (CAR) insurance for contracts involving the construction, extension, remodelling or renovation of buildings or sections of buildings, both on its own behalf and on the behalf of the Contractor.

The Contractor must notify the Principal immediately of any loss event for which the Principal could make a claim on its insurance for the above-mentioned insurance.

3.3.3 *Guarantee of approval of the services, contracts or deliveries by public agencies, governments and recognised certification bodies.*

Within the context of the work specified in the Agreement, the Contractor undertakes to, during the course of its performance, take the measures necessary and practical to guarantee any applicable approval by public authorities, governments or recognised certification agencies.

If the work, deliveries or services require change, removal and re-performance/re-delivery in accordance with the regulations in order to be approved by these authorities, the Contractor will not be able to claim additional costs, without prejudice of the right of the Principal to recover the resulting loss from the Contractor.

3.3.4 *Access to the Construction site*

At the request of the Principal or its insurer, the Contractor must at all times grant the insurer of the Principal, the public authorities, governments and recognised certification agencies access to the Construction Site.

3.3.5 Tax and social security obligations

The Agreement is entered into only on the condition precedent that the consultation of the database of the Belgium National Social Security Office (*Rijksdienst voor Sociale Zekerheid*) and the database of the Federal Government Service for Finance (*FOD Financiën*) shows that the Contractor, on the date of signing the Agreement, does not have any social security or tax debts within the meaning of Section 30bis, paragraph 3 of the Act of 27 June 1969 and Section 402 of the 1992 Income Tax Code (*Wet op de inkomstenbelasting 1992*), respectively.

The Contractor commits to promptly paying its social security and tax debts. In order to avoid its joint and several liability for any of the Subcontractors' social security and tax debts, the Contractor undertakes to only enter into contracts with Subcontractors that have no social security and/or tax debts on the date of signing the subcontracting agreement. For this purpose, the Contractor shall consult the above-mentioned government databases in order to check whether the Subcontractors have any social security or tax debts.

If consultation of the databases of the tax authorities and the Belgium National Social Security Office shows that the Contractor has tax and/or social security debts at the time the invoices are paid, the Contractor undertakes to provide the Principal, immediately upon the latter's request, with either a certificate stating the amount of the tax or social security debt or a written, dated statement (sent by letter, fax or e-mail) authorising the Principal to effect the maximum deductions provided for by law (i.e. 15% for the tax authorities and 35% for the Belgium National Social Security Office).

3.4 PERFORMANCE OF THE WORK

3.4.1 General details

The Contractor shall comply with the instructions and comments provided by the Principal with respect to the Construction Site. This provision does not affect the provisions of Chapter 4, 'Additional activities and/or changes to the work'.

Instructions to be provided by the Principal may include the following:

- Removal from the Construction Site of the raw materials, materials, equipment and accessories which, in the opinion of the Principal, do not comply with the requirements set forth in the Agreement.
- The replacement of such rejected materials by alternative, solid and suitable substances, materials, equipment and accessories.
- Performing again the work which, in the opinion of the Principal, is not in accordance with the requirements of the Agreement, neither with respect to the manner in which it is performed nor with respect to the substances, materials, equipment and accessories used, notwithstanding all prior tests performed.

In principle, these instructions must be provided in writing. In emergency cases, such as for security reasons, the instructions can be provided verbally, followed by a written confirmation. Any instruction included in the site report, a site report or another, similar document shall satisfy the conditions of a written instruction or written confirmation.

In the event that the Contractor fails to follow such an instruction, the Principal shall be entitled to take all the measures it deems necessary in view of the performance of the work, at the risk of the Contractor.

All costs incurred as a result shall be borne by the Contractor; the Principal may deduct them directly from the next payment.

3.4.2 Instructions provided by the Construction Board

The Contractor will follow the orders and instructions provided by the Construction Board, in order that the work may be performed in accordance with the Agreement. The Contractor must carefully execute the plans and follow the specifications provided by the Construction Board. In the event that the plans have not been sufficiently developed or described, or if any point in the specifications is not described sufficiently clearly, the Principal can invoke Section 2.12, subsections

al. 4 and 5, and the Contractor shall immediately request the missing information from the Construction Board.

3.4.3 Precautionary measures

In the performance of its work, the Contractor will at all times take the necessary precautions to reduce to a minimum any hindrance to the Principal, the Principal's properties, the properties adjacent to the Construction Site and the users of those properties, and to any other parties that perform any activity whatsoever on the Construction Site.

In the event that such nuisance in the performance of the work is inevitable, the Contractor must provide the Principal with prior notification to this effect, in order that the parties may consult with one another to determine the appropriate measures, if applicable. If appropriate, the Contractor will already specify any measures and preconditions upon registration.

If appropriate, and in any event at any time the Principal requests it, a contradictory schedule of condition must be prepared for the adjacent properties prior to the commencement of the work. The Contractor must take the necessary measures to accomplish this.

3.4.4 Intellectual and industrial property rights

If, in the performance of the contract, working methods or resources are used in whole or in part that are protected by licences, brand names or trademarks, industrial designs or models, or any intellectual property rights whatsoever, the Contractor shall be required to reach a settlement with the nominal owner and pay for any related rights.

The Contractor shall remain solely responsible for any claims that may arise as a result of the use of protected working methods or work equipment.

The Contractor will indemnify the Principal against any claims brought against it by third parties on the grounds of alleged failure to recognise their intellectual property rights as a result of use by the Principal, within the limits of this Agreement, of working methods or work equipment for which the Contractor has granted it property rights or user rights pursuant to the Agreement, on the condition, however, that the Principal immediately notify the Contractor and provide it with all practical information and assistance, in order that the Contractor may defend itself or reach a settlement.

In the event that such failure by the Contractor to recognise third-party intellectual property rights were to be established by the court, or if the Contractor were to reach a settlement with third parties with respect thereto, the Contractor, either in agreement with the Principal or on behalf of the Principal, will either secure the right to continue using the working methods and work equipment in question, or provide substitute or modified work equipment or working methods of comparable quality, subject to payment of the price paid by the Principal, however always subject to the right of the latter to recover its actual loss.

3.4.5 Deliveries, activities and works performed by third parties

The Contractor shall be required to ascertain that the deliveries, activities and work performed by third parties – including by the Principal, if applicable – satisfy the conditions of its specifications or the performance of its work and are in accordance with the provisions of the Agreement.

The Contractor shall be required to refuse the deliveries, activities and work that do not satisfy the conditions established. If it fails to do so within a reasonable period prior to the commencement of its work, the delivery, services or contract performed by third parties will be deemed to have been accepted by it.

The fact that the Contractor accepts the deliveries, activities and work performed by third parties means that the Contractor will assume full responsibility for said deliveries, services and work.

3.5 ORGANISATION ON THE CONSTRUCTION SITE

3.5.1 Contractor's authorised representative

The Contractor shall personally supervise the activities or shall designate an authorised representative accepted by the Principal, who shall be authorised to replace and represent the Contractor. The Contractor shall remain responsible for the actions of its authorised representative;

in addition, the Contractor shall be present on the Construction Site at any time this is requested by the Principal, without this constituting a reason to charge for such presence.

3.5.2 Organisational chart

The Contractor shall submit an organisational chart to the Principal for approval.

This organisational chart shall state the names of the management staff, specifying their positions, authority and qualifications, which the Contractor shall use in the realisation of the Agreement.

3.5.3. Rules for Access

Without prejudice to the provisions of the KBC Security Requirements for KBC Locations (Veiligheidsvoorschriften voor KBC Locaties), the Special Administrative Provisions (Bijzondere Administratieve Bepalingen) and the provisions related to security coordination at the temporary and mobile construction sites, respectively, the Contractor shall comply with the Rules for Access that apply to the Construction Site (e.g. opening hours, access control regulation, use of service lifts, etc.).

3.6 PLAN AND WORK SCHEDULE FOR THE WORK

3.6.1 Commencement and progress of the work

Within 10 working days of conclusion of the Agreement, the Contractor will prepare an Execution Plan.

This Plan will take into account non-activity due to weather conditions, bank holidays, ... in order to ensure that these factors cannot be a reason to extend the period or for additional remuneration.

The Execution Plan shall be submitted to the Principal for approval.

The Contractor must commence the work on the agreed date and complete it within the agreed terms.

Based on substantiated reasons, the Principal shall be entitled to modify the agreed plan or the agreed work schedule, to the extent that such modifications do not affect the actual cost price of the activities. If appropriate, the Contractor must provide evidence of this. The Contractor shall not be entitled to claim damages or adjustments of the agreed contract amount.

If work is performed by other Contractors engaged by the Principal during the same period as this contract, the Contractor shall comply with the instructions provided by the Principal in order to facilitate and not obstruct this work. If necessary, the Contractor will consult directly with such other Contractors with respect to the organisation of the work to be performed.

3.6.2 Interruptions

In the event of unforeseen, grave circumstances, the Contractor can interrupt any work believed to be impossible to continue without danger, for a period that would seem appropriate in the interest of the work. If possible, the Contractor shall consult with the Principal prior to such interruption and in any event within 24 hours. The Contractor must take all the necessary security and precautionary measures in order to ensure that the work already performed is preserved, and shall record all the relevant information in the log.

The cause, size and criticality of any delays must at all times be indicated based on duly certified documents. The Contractor will attempt to make up for the delays and shall report to the Principal regarding any actions it performs in relation thereto. Non-compliance with these obligations may result in forfeiture of the right to term extensions.

This and any other interruptions caused by unforeseen circumstances shall not provide the Contractor with a reason to claim damages. Upon resumption of the work, of which resumption the Contractor will provide written notification, the latter shall repair all damages at its own expense.

If appropriate, the Contractor shall be granted an extension of the performance term, which will be equivalent to the interruption period approved by the Principal, without the right to additional compensation.

3.7 WORK MEETINGS AND LOG

3.7.1 Meetings

In order to ensure that the work is carried out properly, the Contractor is required to attend meetings convened by the Principal and the Construction Board or the Safety Coordinator at the Principal's request, without this being a reason to charge any additional costs.

3.7.2 Log

The Contractor shall be required to maintain a log, to be prepared based on a model to be agreed upon with the Principal. The Contractor shall periodically provide a copy of this log to the Principal and the Safety Coordinator.

The Contractor shall record and update the following information in the log (non-exhaustive list): any delivery of materials; contradictory quantities and amounts of the work performed; the days the work is interrupted; the number of workers contracted; the hours worked; any changes with respect to the performance of the Agreement; the reports of technical meetings and any matter related to the progress of the project, from beginning to end.

3.7.3. Reports of site meetings

Reports of site meetings shall be prepared by the Construction Board or the Contractor. A copy of the report shall be distributed to each participant in the technical meeting, and at all times to the Safety Coordinator.

If a participant disagrees with the content of the report, it shall incorporate its comments into the next report of the site meeting.

If it fails to do so, the previous report of the site meeting shall be deemed to have been accepted by the participant.

3.8 ADDITIONAL VERIFICATION AND TESTS

The Principal shall be entitled to analyse, or subject to tests and inspection, the working methods and work processes, materials, equipment and activities performed in order to ascertain their nature and to verify that they comply with the requirements established, without prejudice to the tests and verifications specified in the Agreement. Upon the request of the Principal, the Contractor shall deliver the materials in a timely manner in order to facilitate any possible tests imposed.

The cost of these additional tests and inspections shall be borne by the Contractor if it emerges that the results are not in accordance with the requirements established.

3.9 NON-ACCEPTED WORK

The Contractor shall immediately perform again any work not performed in accordance with the state of the art or with the principles of structural engineering, or any work that is not in accordance with the stipulations and terms and conditions of the Agreement.

If the Contractor does not fulfil these requirements, the Principal shall be entitled to interrupt the order or to have it performed by a third party. Any costs arising from such interruption and any costs related to the notice of default and to confirmation shall be charged to the Contractor.

3.10 PERFORMANCE STUDY AND PERFORMANCE RESOURCES

3.10.1 Performance study

All performance studies shall be charged to the Contractor and can be further specified in the Special Administrative Provisions.

3.10.2 Performance documents

As part of the performance studies, the Contractor is required to prepare the following performance documents:

- general execution plans and detailed plans (in accordance with the latest version or update of the KBC CAD standard)
- calculation notes
- technical files
- as-built file (plans (in accordance with the most recent version or update of the KBC CAD standard); technical files, user manuals and maintenance instructions).

3.10.2.1 General execution plans and detail plans

The plans specify all the tasks that must be performed within the framework of the Contract, including all connections to building components or installations. The Construction Board or the Principal can at any time demand additional documents or specifications or improvements based on performance in line with the state of the art.

The Contractor shall take into account at all times the usual tolerances applicable to the other contracts (coachwork, ...) Under no circumstances can the customary deviations be invoked in order to justify additional work as part of the Contract.

Any costs for studies, drawings and/or other documents requested, both for the performance of the work specified in the basic quotation and for any changes in the unit prices and, by extension, the total amount.

The layout of the documents (i.e. formatting, document head, numbering, marking system, symbols, size, etc. ...) shall be in accordance with the rules established by the Principal and the Construction Board, and shall be strictly complied with. All plans must be prepared and delivered electronically in the manner set forth by the Principal.

More specifically, the plans must strictly comply with the latest version or update of the KBC CAD standard, which shall be provided by the Principal.

3.10.2.2 Calculation notes

The contents of the calculation notes shall allow for verification of whether all performance criteria specified in the technical descriptions have been met.

3.10.2.3 Technical documents and certificate for work equipment

The contents of the technical documents and the certificate for work equipment must allow for verification of whether all materials or installations used are in accordance with the technical descriptions.

3.10.2.4 As-built file

Upon completion of the work and no later than prior to the preparatory checks before the preliminary delivery, the Contractor shall provide the Construction Board – and, if applicable, the safety coordinator and the EPIC reporter – with a complete file (i.e. plans in accordance with the most recent version or update of the KBC CAD standard, technical files, calculation notes, and manuals for use and maintenance), prepared during the term of the contract and updated in 'as-built' format, and in a reduced size if necessary.

This file includes a list of documents, the layout of which must be submitted to the Construction Board and the Principal for prior approval.

The layout of the documents (i.e. formatting, document head, numbering, marking system, symbols, size,) shall be in accordance with the rules established by the Principal and the Construction Board, and shall be strictly complied with.

All plans must be prepared and delivered electronically in the manner set forth by the Principal. More specifically, the plans must strictly comply with the latest version or update of the KBC CAD standard, which shall be provided by the Principal.

For the preliminary delivery, the as-built documents of the separate levels and building components shall be submitted to the Principal in electronic format, in the format prescribed by the Principal.

3.10.2.5. Certificate regarding work equipment or protective equipment

A certificate in accordance with the annex to the GAP must be submitted to the Principal of all work equipment and protective equipment delivered (both these terms are defined according to the statutory definitions), no later than upon the provisional delivery, along with the as-built file. The Contractor must submit a list together with the as-built file that states all references for all certificates it has provided.

3.10.2.6. Safety instruction cards

A safety instruction card in accordance with the annex to the GAP must be submitted to the Principal of all work equipment and protective equipment delivered (both these terms are defined according to the statutory definitions), no later than upon the provisional delivery, along with the as-built file. The Contractor must submit a summary list together with the as-built file stating all references for all safety instruction cards it has provided.

3.10.2.7. Material Safety Data Sheet (MSDS) and Safety Instruction Cards

Of all agents supplied (in accordance with the statutory definitions), the Material Safety Data Sheet (hereinafter referred to as MSDS) and Safety Instruction Card must be delivered to the Principal prior to being submitted to the relevant agent at the Principal's site.

This makes the MSDS generally valid, while the Safety Instruction Card must list the specific risks and related preventive measures, as applicable in the use at KBC.

Until delivery, the Contractor shall be responsible for ensuring the availability of the MSDS and the Safety Instruction Cards, for the purpose of first aid in the event of accidents involving an agent among other purposes. The Contractor shall submit a list together with the as-built file stating all references for all MSDS and Safety Instruction Cards it has provided.

3.10.3 Approval of documents

Each member of the Construction Board, and, if applicable, the safety coordinator, the EPIC coordinator and/or the Principal will determine whether the documents referred to in 3.10.2 meet the requirements imposed, after which the members will issue a recommendation.

The recommendation may assume the following forms:

- negative (i.e. non-compliance)
- approval subject to conditions (note: these conditions can only apply to minimal, non-essential comments on details)
- positive (i.e. compliance)

The Contractor shall collect the recommendations issued and, if necessary, shall coordinate them with the parties involved. The Contractor shall include the recommendation completely, clearly and uniformly in the reproducible mother document (recommendation to be filed by the Contractor).

In the event of a negative recommendation, the document must be redrafted and resubmitted to the Construction Board and, if applicable, to the safety coordinator and the EPIC reporter in order to complete the approval process a second time.

In the event of conditional approval, the Contractor shall amend the document through coordination.

The Contractor shall initial and date the amended document, or the document for which a positive recommendation has been issued, after uniformity of coordination has been verified.

Finally, the Contractor shall assess the document based on the recommendation issued. In the event of a negative recommendation, the approval process shall be completed again. In the event of a positive recommendation, the Contractor shall stamp the header and the documentation number of the original document, including the specification 'GOOD FOR EXECUTION', the date of the assessment, the code of the plan, and its signature. The Contractor guarantees the distribution of the 'GOOD FOR EXECUTION' (*GOED VOOR UITVOERING*) documents to the Principal, the Construction Board and all other parties involved (if necessary also to the safety coordinator and the EPIC coordinator).

3.10.4 Use of documents

Neither the Contractor nor the Subcontractors shall be entitled to distribute or publish the documents prepared in response to the design or the agreement in any manner whatsoever without the consent of the Principal.

3.11 CONTRACTOR'S ASSIGNMENT

The planning and coordination of all performance studies and works related to all contracts can be entrusted to the Contractor for the full term of all contracts.

More specifically, the Contractor's assignment involved the following duties:

- assisting the subcontractors in drafting their execution plan;
- the preparation and amendment of, and compliance with, the Execution Plan. This document will fully comply with the key dates imposed by the Master Schedule.
- Ensuring the technical and administrative coordination between the various lots/contracts. This includes both the coordination of the various performance documents and the coordination of the execution of the various lots/contracts.

The various subcontractors undertake to comply with the instructions provided to them by the Contractor either collectively or individually as part of its contract.

The Contractor shall include the costs associated with the duties imposed on it in its Contract Sum. Unless otherwise specified in the Special Administrative Provisions (*Bijzondere Administratieve Bepalingen*), it will provide a separate price quote for these costs. Conversely, such costs must be included in its overall price.

3.12 RELATIONSHIPS BETWEEN CONTRACTORS

The Contractor is directly contractually obliged to the Principal. However, the Contractor and any Subcontractors are not independent from one another, but must have knowledge of all the work at the Construction Site, and they must consider each other's roles in the construction process.

3.13 CONFIDENTIALITY

The Contractor undertakes to maintain confidentiality regarding any information it, its appointees or its representatives receive in respect of the Principal, its clientele and its projects and investments following or during the performance of the Agreement shall be bound by the same duty of confidentiality as the Principal's employees. The Contractor's appointees or representatives are bound by the same duty of confidentiality as the Principal's employees. The Contractor shall ensure that its appointees or representatives are aware of this duty of confidentiality. When entering into contracts with its Subcontractor(s), the Contractor shall impose the same duty of confidentiality on them.

The Contractor, its appointees or its representatives may not disclose to third parties any Confidential Information related to the Principal, other than that which would be necessary for statutory, accounting or regulatory reasons, without the prior written consent of the Principal. In general, the Contractor, in order to ensure the confidentiality of the Principal's business information, shall take the same precautions it would take if it concerns the unauthorised use, distribution or publication of its own business information of a corresponding nature.

The Contractor will immediately destroy any information related to clients of the Principal that it might obtain during the performance of the Agreement, and shall show exceptional vigilance in ensuring that the distribution of such information is prevented.

The Contractor undertakes to return all documents provided to it as part of its order, including all confidential documents, following the performance of the Agreement.

The Contractor shall be required to comply with the personal privacy protection laws.

3.14 SAFETY ON THE CONSTRUCTION SITE

3.14.1. Cleaning of the Construction Site

The Contractor shall ensure, at its own expense, the continuous maintenance of the Construction Site, as well as the daily removal of all waste produced during the work performed by it, as well as ensuring that the Construction Site and its immediate environment are cleaned, and to do so until preliminary acceptance.

Any containers on the Construction Site may only be used subject to the written consent of the party that placed such containers.

The cleaning of the Construction Site by a third party shall not relieve the Contractor of any special cleaning obligation inherent to its contract, particularly its cleansing and thorough cleaning prior to the preliminary delivery of the work.

In the event of non-compliance with these obligations, the Construction Board/Principal shall have the cleaning work performed at the expense of the defaulting Contractor, if appropriate plus the costs of any consequential damage. In addition, the Construction Board/Principal shall be entitled to additionally charge a flat-rate amount of 125 EUR per confirmation (possibly daily).

3.14.2 Smoking ban

Smoking shall not be permitted on the Construction Site during the completion phase or at meetings attended by the Principal or its appointee(s). The smoking ban shall extend to the workmen's shelter.

The Contractor shall ensure that the necessary non-smoking signs are applied and that the ban is complied with.

3.14.3 Locking of the site and site monitoring

The Contractor shall be responsible for ensuring that the site is locked;

If necessary, the Contractor will provide any additional locks required for the security of the works.

The Contractor shall, at its own expense and responsibility, ensure that the stored goods, deliveries and equipment are locked and monitored.

The Contractor shall be responsible for theft and any deliberate damage, and shall be required to immediately report such theft or damage to the police or other competent authorities. The Contractor shall additionally ensure that a formal claim is filed with the insurance company.

It will take all the necessary measures to prevent damage to the installations and structures.

3.14.4 Regulations

With respect to its work, the Contractor shall be personally responsible for ensuring that the security equipment required under the legislation (e.g. handrails for the open section of the shafts, recesses in floor slabs and stairs, ...) as well as for complying with all security regulations pursuant to the General Regulations on Industrial Safety (ARAB), General Regulations on Electrical Installation (AREI), national and European laws and regulations with respect to security on the site, and the coordination thereof.

Under no circumstances can the Principal be held liable for violations of statutory regulations.

3.14.5 Theft

The Contractor shall be responsible for all the consequences and costs related to the theft of materials, materials yet to be processed and/or already processed, as well as for the repair of damage to materials or equipment.

3.15 SHARED SITE FACILITIES

3.15.1 General details

Unless otherwise agreed, the organisation of the shared site facilities for all lots is entrusted to the Contractor for the full term of all contracts.

The duties to be performed, including a specification of the party responsible for execution and for the allocation of the related costs, are included in the Contractor's log.

The Contractor shall include the costs associated with the duties specified below in its Contract Sum. Unless otherwise specified in the Special Administrative Provisions (*Bijzondere Administratieve Bepalingen*), it will provide a separate price quote for these costs. Conversely, such costs must be included in its overall price.

The Contractor shall provide the site facilities that it deems necessary or that it is required to provide by law or pursuant to the contract, and to include this in its price.

3.15.2 Levelling boards and shafts

The Contractor shall, at its own responsibility, install the levelling boards, demarcations and shafts in sufficient numbers, as required for the work, and shall be responsible for their maintenance.

It will use conventional markings to indicate all grommets (recesses, placement in protective casing, ...).

3.15.3 Water and electricity

The Contractor shall ensure the temporary installation of water and electricity.

The distribution devices from the water and electricity supply points, as well as their maintenance and use, shall also be the responsibility of the Contractor.

The installations may not be fitted without the approval of the Construction Board.

The capacity available at each electricity supply point may not be used by the Contractor for testing, checking and/or feeding final installations.

The Contractor will personally provide lighting for those areas where it must perform work, as well as ensuring the power and water supply for its temporary installations.

3.15.4 Hoisting equipment and access devices

The Contractor shall provide the equipment required (e.g. tower cranes, ...) at its expense.

Any associated costs (i.e. personnel, usage, costs of periodic inspection, maintenance and repair costs, inspection costs, security, ...) shall also be borne by the Contractor concerned.

3.15.5 Site hut and sanitary systems on the construction site

For the entire period of the work – and unless otherwise provided for – the Contractor will provide a site hut (i.e. a meeting room for 10 persons) and sanitary systems.

In addition, the Contractor-Pilot shall be responsible for the resulting maintenance and use, the costs of clearing blocked pipes and sewers, as well as any work resulting therefrom, and for disassembly.

In principle, maintenance shall be performed at least once per week. In the event of default by the Contractor, the Construction Board/Principal can arrange for the shelter and the sanitary facilities to be cleaned at the expense of the Contractor.

3.15.6 Means of communication

Unless otherwise provided, the Contractor shall provide a telephone and facsimile at its own expense, should it require these.

CHAPTER 4 ADDITIONAL ACTIVITIES AND/OR MODIFICATIONS TO THE WORKS

4.1 MODIFICATIONS

4.1.1 Rights and obligations of the parties

Without the Principal's written consent, the Contractor shall not be permitted to perform any work or activity that does not comply with the Agreement or that results in a price increase.

The Principal shall be entitled to modify the orders specified in the Agreement during the performance of the work, and shall do so in accordance with the procedure provided for in Section 4.1.2.

The Contractor shall be required to perform the work without interruption, notwithstanding any possible disputes to which the increasing of the unit price might give rise.

The Contractor shall be required to perform any additional work related directly to its contract or to accept the cancellation of specific work or portions thereof, even if the deviation exceeds 15%, without changing the unit prices and without the right to any compensation for loss of profit, ...

If it is decided to significantly increase the scope of the work, the Principal shall be free to provide for such an increase by means of a separate call for tenders, and to assign the related work(s) to a third Contractor, without the possibility of this giving rise to any damage claims by the Contractor to whom the original order was entrusted.

In any event, the Contractor shall continue the work, including any additional work, without interruption:

- if necessary in order to ensure safety,
 - in order to guarantee the Principal's business operations, in the event of an emergency,
- in spite of any disputes that might arise from the fixing of new prices.

4.1.2 Procedure

During the performance of the Agreement, amendments:

- may be prescribed by the Principal;
- may be proposed by the Contractor.

The provisions of this Agreement shall continue to apply in full to all additional work and amendments.

Procedure:

- Unless otherwise agreed by the parties, the party taking the initiative to amend the Agreement shall submit a Request for Change (RFC) in writing.
- Within 8 working days, the Contractor shall provide the Principal with a quotation, contained in a document entitled 'price quote', which shall include the motivation, the description, the determination of quantities, the price proposal and the proposed execution method, as well as the consequences this will have for the performance terms, the agreed work schedules and third-party activities.
- The Principal shall examine this price quote and submit its decision to the Contractor in writing.
- In the event that the Principal agrees to the proposal, it shall prepare a change order (CO).
- This change order will be successively signed by the Principal and the Contractor.

Work to be deducted will be offset based on the known unit prices.

Work to be credited will be offset based on the known unit prices, adjusted, if applicable, for the price adjustment referred to in Section 5.4.

In the event of contract variations (i.e. less work or additional work) work for which no unit prices have been determined, the Contractor shall propose new unit prices in its price quotation.

The Contractor shall at all times provide evidence of the impact of any additional work or of changes to the work, the terms or work schedules.

The processing of requests for change by the Contractor and the preparation of price quotations cannot constitute reasons to charge administrative costs or other costs.

4.1.3 Responsibilities of the Subcontractors, suppliers, techniques and materials imposed by the Principal

The Principal shall be entitled to recommend to or impose upon the Contractor the use of specific Subcontractors, suppliers, techniques or materials as part of a change order.

The Contractor shall be entitled make a serious and motivated objection to such suppliers, techniques and materials; however, it must do so prior to their processing or performance. In order for the objection to be valid, the Contractor shall immediately notify the Principal in writing by registered letter.

If appropriate, the Contractor can no longer be held liable for subsequently detected failure, mistakes or errors that can be attributed to said suppliers, techniques or materials. Nevertheless, the Contractor shall remain liable for any errors committed during processing or execution.

4.2 WORK BASED ON SUBSEQUENT CHARGES

Work based on subsequent charges (*i.e. whereby actual man hours and materials costs are calculated after the work is completed*) shall only be permitted if

- this is clearly provided for in the Agreement,
- the corresponding unit prices have been set,
- this represents work performed or special work that has been ordered by the Principal.

A specification/invoice of such work will be submitted to the Principal for approval, no later than the next working day.

In the event of failure to do so, the Principal shall reserve the right to refrain from paying the activities charged.

CHAPTER 5 SETTLEMENT OF THE CONSTRUCTION AGREEMENT

5.1 REQUEST FOR PAYMENT AND PROGRESS REPORT

Notwithstanding any provisions to the contrary in the Special Administrative Provisions, the Contractor shall each month submit a payment application in accordance with the model provided by the Principal.

This payment request shall at all times include specifications of the work performed:

- a progress report, approved by the Construction Board, for the work being performed at that time (this report shall include, respectively, the work performed under the basic agreement and the work performed under the respective change orders),
- the approved specifications/invoices.

Solely the completed work performed in accordance with the provisions of the Agreement will be included in the payment request at their full value.

The materials located on the Construction Site – including those approved by the Principal approval – that have not yet been processed shall not be included in the payment request, unless otherwise specified in the Special Administrative Provisions.

The payment request shall be directed to the appropriate contact at the Principal.

5.2 INVOICES

Following written approval of the payment request by the Principal, the invoice may be sent, in order to facilitate further arrangements. Each invoice shall be accompanied by an original, approved payment request.

The invoices shall be prepared in accordance with the statutory requirements and in accordance with the terms and format requirements specified in the Special Administrative Provisions and/or the Contract Letter.

Failure to strictly comply with these procedures may constitute grounds for the Principal to reject the invoices.

5.3 PAYMENTS

The payment term shall be 30 calendar days following receipt of the invoices, to the extent that such invoices are accompanied by an original payment request approved by the Principal. Notwithstanding objections in writing, any expired and unpaid invoices shall, following notice of default by registered letter, be subject to negligence interest at the interest rate determined and published in the Belgian Official Journal in accordance with Section 2 of the Act of 5 May 1865 (as amended).

No payment, even if it is in full, shall reduce the responsibility of the Contractor, and it can in no way be deemed to indicate acceptance or approval of the work performed.

5.4 PRICE ADJUSTMENT

Notwithstanding any provisions to the contrary in the Special Administrative Provisions, solely the following circumstances can constitute grounds for price adjustments:

- Changes related to taxes and fees for the work delivered;
- Any changes related to legislation that provide that products to be used and/or work to be provided pursuant to the Agreement must be replaced or changed; however, solely to the extent that such changes could not have been foreseen by a professional Contractor at the time of signing the Agreement.

If appropriate, the procedure in accordance with Section 4.1.2. will be applied.

5.5 MISCELLANEOUS CHARGES AND TAXES

VAT on invoices, prepared in the name of the Principal, shall always be charged to the latter; any other amounts payable or expenses shall be for the account of the Contractor.

5.6 DISPUTES RELATED TO PAYMENT REQUESTS/PROGRESS REPORTS AND PAYMENTS

In the event of a dispute between the Contractor and the Principal with respect to a payment request/progress report or with respect to an invoice or its payment, the Contractor shall not, under any circumstances, be entitled to suspend the right to perform the Agreement or the work, nor to interrupt it or terminate it in part or in full.

5.7 DISCOUNTS AND DEDUCTIONS

The Principal may demand discounts in the event of failure by the Contractor to accomplish, or accomplish in a timely manner, specific work, quality levels or results provided for in the Agreement.

The fact that the Principal, during the course of the performance of the work, did not make any comments regarding the poor performance of the work or with respect to poor quality or results, can never be considered to be a waiver of the right to a discount.

The Principal can accept the work while at the same time filing an objection in order to claim the discounts specified in this Agreement.

In the event of delays in relation to the key dates specified in the Master Schedule, if necessary adjusted based on the accepted delays, the Principal will be entitled to a discount, whether or not this is specified in the Special Administrative Provisions.

CHAPTER 6 TERMINATION OF THE CONSTRUCTION AGREEMENT

6.1 TERM OF THE AGREEMENT

The Agreement shall be entered into for the realisation of one or several defined building projects or for the term and in accordance with the provisions specified in the Special Administrative Provisions or in the Contract Letter.

Obligations that, due to their nature, are designed to continue upon termination of the agreement (e.g. liability, confidentiality, ...) will remain in place upon termination of the agreement for any reason whatsoever (e.g. completion, acceptance, termination, ...)

6.2 DELIVERY AND ACCEPTANCE OF THE WORK

6.2.1 *Relationship between preliminary delivery and provisional acceptance*

The Principal will approve both the preliminary delivery and provisional acceptance, following the recommendation of the Construction Board.

Preliminary delivery shall precede preliminary acceptance. Provisional acceptance is recorded in writing no later than one calendar month following the permitted preliminary delivery.

6.2.2 *Preliminary delivery*

Once all structures have been completed and carefully cleaned and are ready for use, and provided the condition specified in the following paragraph of this section is satisfied, the Contractor shall request permission for provisional delivery from the Principal in writing. This request can also be made on the initiative of the Principal.

If a safety coordinator is appointed, the parties shall accept as one of the conditions for delivery that all legal documents intended for the Post-Intervention File, including the as-built file, must also be accepted by the safety coordinator.

The Principal, in the presence of the Construction Board, which advises the Contractor in this process, and the Contractor, shall inspect the work performed within fifteen calendar days following the receipt of this application.

Subsequently, the Principal will either prepare a preliminary delivery report or a report confirming its rejection of the preliminary delivery.

If the Principal believes that there are no or only a small number of material defects or shortcomings, two copies are prepared of a preliminary delivery report, which are then signed by the Contractor onsite, specifying the work or repair that must be performed by the Contractor within one month's time. As soon as possible, the Principal shall then provide the Contractor with one copy of the preliminary delivery report which it co-signed.

If the Principal believes there are significant defects or faults, the preliminary delivery will be rejected. The Principal shall prepare a report confirming its rejection of the preliminary delivery, specifying the reasons for the rejection. To the extent possible, this report rejecting the preliminary delivery will fix a new term for the full delivery and proper finishing of the work, without prejudice to the Principal's rights specified elsewhere in the Agreement.

If the Principal cannot permit the preliminary delivery on the date of preliminary delivery provided for under the contract, it will be entitled to a Discount as provided for in Article 5.7.

6.2.3 Provisional acceptance

Within one month of signing the preliminary delivery report, the Principal will approve the preliminary delivery, provided that all the work (including repair work) specified in the preliminary delivery report has been performed. The Principal shall prepare a preliminary acceptance report in duplicate and have it signed by the parties.

If the Principal believes that the work (including repair work) specified in the preliminary delivery report has not yet, or not fully, been performed, the provisional acceptance will be rejected, and the Principal will prepare a rejection report of the provisional acceptance.

If the Provisional Acceptance cannot be permitted within one month following the provisional acceptance report, the Principal shall be entitled to a Discount, as provided for in Article 5.7.

The provisional acceptance shall transfer the risk to the Principal.

6.2.4 Final delivery and acceptance

Unless otherwise specified in the Special Administrative Provisions, the Principal shall subject the work to a new inspection two years after the date of the provisional acceptance by the Principal, and an official report of final delivery or rejection of the work shall be prepared. In the latter case, the final delivery will be delayed until such time as the contractual obligations have been satisfied. Otherwise, the procedures and formal requirements are equal to the specifications above in relation to preliminary delivery and provisional acceptance by the Principal.

The ten-year liability commences upon the definite acceptance by the Principal.

6.3 ACTUAL USE AND SIGNING FOR DELIVERY BY THE PRINCIPAL

The delivery, transfer and signature of the document by an employee of the Principal can never provide evidence of acceptance of the good delivered or the delivery of the work completed, regardless of the statements on the signed list of contents. Consequently, such signature to confirm receipt proves nothing about the quality, functionality or compliance of the delivered good or service provided.

The fact that the Principal were to decide to accept the delivered goods and/or a portion of or all of the works shall not constitute a presumption of delivery or a presumption of acceptance, nor will the performance of work by the Principal or on behalf of the Principal constitute a presumption of delivery or a presumption of acceptance by the Principal.

At the written request of the Contractor, however, an official site report can be prepared.

6.4 SECURITY

Notwithstanding a longer statutory (including articles 1792 and 2270 of the Civil Code) or a conventional warranty period, a warranty period of two years shall apply, to be calculated from the date of provisional acceptance by the Principal.

Without prejudice to sections 1792 and 2270 of the Civil Code, the Contractor will, during the warranty period, at its risk and expense, repair any defects that may have occurred or that are detected during the normal use of the building and/or sections of the building.

For mechanical and electrical installations, the Contractor shall repair or replace each section and component that is damaged or does not operate normally. In the event that the repair work cannot be completed within the 24 hours following the call, and without prejudice to the provisions in the following paragraph, the Contractor shall immediately take temporary measures to ensure continuation of KBC's activities, if such activities are compromised.

If the Contractor, during the warranty period, fails to immediately perform the repair or replacement work upon receipt of the written order, this shall be deemed to be a violation of the Agreement, and the Principal can have this work performed at the expense of the defaulting Contractor, without any change to the additional obligations or responsibilities of the defaulting Contractor.

6.5 VIOLATION OF THE AGREEMENT AND TERMINATION OF THE AGREEMENT

6.5.1 Violation of the Agreement

If the Contractor, during the period between the conclusion of the Agreement and final acceptance of the work by the Principal, fails to meet its obligations, such as:

- if the Contractor's financial risks increase significantly (e.g. third-party claims, the conclusion of contracts with subcontractors that had tax or social security debts at that time, etc.),
- if the Contractor has entrusted the Contract to a Subcontractor in part or in whole without the prior written consent of the Principal;
- in the event that the Contractor is declared bankrupt;
- in the event that the Contractor fails to commence any of its services, fails to continue the activities without a valid reason, fails to respect the terms or incurs serious delays in the planning of the agreed work schedule;
- in the event that the Contractor is apparently unable to realise the final result ensured, or if, after having received notice of default from the Principal, it has not achieved the quality levels described in the specifications and no fundamental improvements occur in the short term;
- if the Contractor repeatedly fails to comply with the regulations and obligations of the Agreement or fails to follow the legitimate instructions of the Principal;
- if the Contractor fails to comply with its obligations towards its Subcontractors, for example when the Subcontractor files a direct claim,

the Principal will establish the shortcomings.

By means of a registered letter, bailiff's writ of summons or by submitting a letter to be signed to confirm approval, the Principal will communicate these observations to the Contractor.

Unless a quicker response is desirable or as indicated in the notice, the Contractor must respond within fourteen calendar days from the day the letter was sent or to defend itself in a registered letter.

After this period, its silence will be deemed to be an acknowledgement of the facts established.

6.5.2 Consequences

If the Contractor remains in default as described above:

- the Principal shall be entitled, but not obliged, to deem the Agreement to be terminated by operation of law in whole or in part,
 - either immediately after the notification specified in 6.5.1 has been sent,
 - or after the Principal has established that the shortcomings identified will not be remedied
 - or after a notice period to be determined by the Principal in the interest of business continuity.
- the Principal shall be entitled to delay payment in part or in full until full satisfaction has been realised;
- the Principal can have the work which the Contractor is obliged to perform executed in whole or in part by a third Contractor of its choosing, at the expense of the defaulting Contractor, without this having any impact on the other obligations and responsibilities of the latter;
- the Principal can also demand that the Contractor comply with the regulations and continue performing the work;
- the Principal can set off against the contract price the costs arising from the measures taken and/or impute it to the financial guarantee, to the extent that the financial guarantee is provided for in the Special Administrative Provisions;
- the Contractor shall compensate the Principal for all damage incurred within 30 calendar days after receipt of the registered letter, without further demand, if and to the extent that it is already possible to estimate such damages;
- the Contractor shall have no right whatsoever to compensation if the Principal was already using a section or all of the construction site;
- the Contractor, if objects or goods were being built and/or installed as part of the rejected work or portion of the work, must remove these, at the request of the Principal, at its own responsibility and expense and/or disassemble them and remove them from the Construction Site.

One consequence does not rule out other consequences, and must be applied based solely on the opinion of the Principal.

Any damaging effects of the termination resulting from non-compliance with sections 3.3.5 and 3.3.6 can be recovered from the Contractor by the Principal, including the additional costs for allocation of the work to another Contractor, as well as the damage resulting from late delivery

CHAPTER 7 ARGUMENTS AND DISPUTES

7.1 APPLICABLE LAW

The Agreement shall be subject to Belgian law.

7.2 DISPUTES

While awaiting settlement of a dispute, and without prejudice to the options provided for in Section 6.5, the Contractor shall be required to continue the work.

Any dispute, of any nature whatsoever, both based on contractual grounds and non-contractual grounds, arising from or in any way related to the performance of the Agreement arising from this, which cannot be resolved amicably, will be subject to the exclusive jurisdiction of the Belgian courts.

ANNEX 1: SAFETY REQUIREMENTS FOR KBC LOCATIONS

ANNEX 2:

CERTIFICATE REGARDING A WORK RESOURCE OR PROTECTIVE DEVICE.

Reference: AM-ATTES version of 08/12/2000

(form to be completed in BLOCK LETTERS)

This document forms an integral part of the specifications based on which the invoice and, if applicable, the subsequent agreement shall be presented.

Reference for quotation request: Reference for order/agreement (if applicable):

Part 1: Details of work resource/protective device and 'prevention requirements'.

(This section must be completed by the market researcher or the person placing the order)

1.1. Details on the work resource.

Description of the work equipment, protective equipment:

Internal contact at KBC: Entity: . . .

Telephone: 0 .. / Signature: Date: .. / .. / ..

1.2. Prevention requirements.

a) The supplier shall comply with the following:

- the applicable laws and regulations regarding safety and hygiene,
- the conditions for avoiding risks related to safety and hygiene and for ensuring a safe and healthy work environment,
- the conditions specified above also include the statutory provisions of the Machine Directive (e.g. CE label, EC certificate of agreement, ...) ;
if the work resource falls within the scope of the Machine Directive, this certificate, which shall be signed by the supplier (reference: AM-ATTES), shall also be deemed to constitute an EC certificate of agreement, as required for under EC law.

b) In particular, the supplier shall also be required to comply with the following requirements:

(without prejudice to the requirements of 1.2.a):

- Requirements specified in annexes to this certificate, reference annexes:
- No later than upon delivery, the supplier shall provide the following information to KBC, included in a Dutch-language manual and using language suitable for technical staff):
 - any health and safety risks during regular and indiscriminate use,
 - any instructions related to transport, setup (adhesion, assembly, ...), operation, maintenance and waste processing, with the required skills,
 - any checks to be performed following assembly, and reassembly, if applicable
 - any periodic (frequency?) and special checks to be performed (reason?)
 - any working conditions and environmental factors required (e.g. suction),
 - any other measures to be implemented for the purpose of safe usage.
- In addition to the manual, the supplier shall supply a Safety Instruction Card (containing basic information) no later than upon delivery. This card must be suited for users of the work resource or protective device.
Required language: ☒ Dutch, as well as (please check the appropriate box): ☐ French ☐ German.
The reverse side includes a specimen of a Safety Instruction Card.

Part 2: Confirmation of the supplier that its activities 'comply with the requirements'.

(This section must be completed by the supplier; please use BLOCK LETTERS)

Clear specification of the work resource or protective device:

Make: Type:

By signing this form below, the supplier certifies that its services will be delivered in accordance with the 'prevention requirements' (see 1.2) as an unconditional part of any delivery.

On behalf of the supplier (surname and given name):

Job title: Signature: Date: .. / .. / ..

Once the supplier has completed and signed this form, it must immediately submit the form to the KBC contact listed in item 1.1.

SAFETY INSTRUCTION CARD: must be provided to the relevant users of the work equipment specified below					
Re: Vertical milling machine for wood. <i>(note: this is a merely an example)</i> <i>(supplier: please describe the work resource clearly, specifying the make and type!)</i> Make: Type:					
This form was prepared by the Supplier; its contents comply with the applicable laws: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none; vertical-align: top;"> Supplier's name: </td> <td style="width: 33%; border: none; vertical-align: top;"> Name of the person preparing the form, on behalf of the supplier: </td> <td style="width: 33%; border: none; vertical-align: top;"> Signature: date: . . / . . /20 . . </td> </tr> </table>			Supplier's name:	Name of the person preparing the form, on behalf of the supplier:	Signature: date: . . / . . /20 . .
Supplier's name:	Name of the person preparing the form, on behalf of the supplier:	Signature: date: . . / . . /20 . .			
1. Main risks: a. Injury due to contact with moving parts (e.g. milling machines, ...) b. Eye injuries caused by stray wood chips. c. Loose clothing becoming caught up in machines. d. Occupational illness due to noise and dust. 2. General safety instructions: a. To be used solely by <u>authorised individuals</u> of at least 18 years of age b. Required to wear the following: 1. safety shoes, 2. safety glasses, 3. ear protection, 4. work wear. c. It is prohibited to: 1. smoke, 2. wear loose clothing, 3. wear rings, bracelets and watches. 3. Instructions for operations for regular use: a. <u>Setting</u> the machine: 1. switch off milling cutter and set it, 2. set the speed, 3. set the safety level 4. check that the knives do not touch anything b. <u>Starting</u> the machine: 1. start suction, 2. turn on main switch, 3. start engine. c. <u>Using</u> the unit: 1. against the conductor: - move the unit along the conductor using your hand; - use the pusher at the end and for minor jobs, 2. against the loose axis: - move the unit against the ring of the safety system rather than against the axis itself. d. <u>Removing</u> the piece processed: 1. stop the machine, 2. stop the dust extraction system. e. <u>Switch off</u> machine after use: 1. turn off main switch. f. <u>Changing</u> the cutter: 1. stop the machine, 2. turn off the main switch, 3. remove the safety device if necessary.	4. Instructions for use in the event of an emergency: a. There is an emergency <u>when</u> : 1. the cutter is broken, 2. clothing is caught in up in the machine 3. other emergency situations (eye injuries, ...) b. You must take the following <u>actions</u> : 1. press the emergency button, 2. switch off the main switch. 5. Instructions for inspection and maintenance: a. Before each use, the following <u>must be checked</u> : 1. good condition of the cutters, 2. good state of the safety system. b. The following <u>must be checked</u> on a monthly basis: 1. operation of the automatic safety switch 2. operation of the micro-switch for the back door. c. <u>Daily maintenance</u> : 1. remove wood chips, sawdust and waste, also in the entire surrounding area 2. clean the conductor of the safety system and use oil if necessary (use oil on the table top if this is rusty) d. <u>Monthly maintenance</u> : 1. lubrication machine. e. <u>Repairs</u> : 1. lock the main switch using the padlock, 2. automatically switch off the safety switch and/or remove fuses. 3. affix notice to machine, 4. notify workshop supervisor. 6. Special points of note: a. The cutters may not come into contact with the fixed parts of the machine, such as the conductor and the safety system (for this reason, the table or the conductor must not be shifted when axis is turning). b. Set the safety system such that the spring-type pressure shoes press vertically against the unit when using the conductor. c. When using the loose axis, make sure to work against the ring and set the vertical pressure shoe such that it creates mild pressure. d. If you have any questions or comments regarding this work resource (e.g. if you require additional training or suspect a defect), please contact your manager prior to use.				