

GENERAL PURCHASING TERMS AND CONDITIONS

Article 1 : Applicability

The present general purchasing terms and conditions apply to all orders by the Client of goods or services or for the execution of works, for a maximum amount of 25,000 € and in so far as such orders do not contain express deviations hereto.

Article 2: Applicable provisions

In addition to the order and the present general purchasing terms and conditions, the provisions available on the website of Electrabel (www.electrabel.com) related to:

- health, security and the environment (http://www.electrabel.be/suppliers/conditions/conditions_production.aspx)
- sustainable development and social responsibility provided for in the charters of the group
- specific supply conditions and procedures by production zone shall also apply.

Article 3 : Acceptance of the order

Failing written notice of refusal within 5 business days after the sending of the order, and in any event in case of performance of the order, the Contractor is deemed to have accepted the order and this as of the date on which it was sent. By accepting the order, the Contractor renounces to his general terms and conditions of sale, even if his acceptance of the order refers to such terms and conditions. If the Contractor accepts the order subject to remarks or reserves, the Client is no longer bound by the order.

Article 4 : Supply of goods or services

The delivery dates fixed in the order are mandatory. In case of non-respect of these dates, and without prejudice to his right to full compensation for all damages incurred, the Client shall have right to a lump-sum indemnity corresponding to 10% of the value of the order or, at his choice, it shall have the right to terminate the order.

The goods supplied (documentation included) and the services or works performed by the Contractor will be free of any apparent and/or hidden defects, strictly in accordance with the order, the applicable legislation, the state of the art, good workmanship, the state of technique and the normal requirements as to usability, reliability, life cycle and the purpose which the Contractor knows or at least should know.

Unless otherwise agreed upon, the Contractor provides the materials, tools and equipment necessary for the performance of the services or works. Unless an acceptance procedure, including the drawing up of an acceptance report upon request of the Contractor, is provided for in the order, the goods, services or works are deemed to be accepted by the Client if it has not communicated the existence of defects to the Contractor within 10 working days following the end of the execution of the order.

Without prejudice to more stringent imperative provisions, the Contractor shall at his own costs, at the option of the Client, repair or replace all defects, shortcomings and non-conformities in goods, services and works remarked within 24 months as from the first operational use respectively the end of the execution. During this 24-month period the Contractor shall cover all expenses and performances necessary for a repair, in strict conformity with the conditions of the initial order. A new 24 month period shall start running as of the end of the repair. Furthermore the Contractor will hold the Client harmless for all damages resulting from the defect or breach.

In case of urgency, the Client has the right to proceed himself or through a third party to the repair or replacement, at the Contractor's costs and risk and without prejudice to the Contractor's aforementioned obligations.

Article 5 : Transfer of title and risk

The title is transferred to the Client as soon as the object of the order is identified and at the latest at the delivery.

The risk of damage or loss is transferred to the Client upon delivery, unless this delivery is subject to an acceptance procedure, in which case risk will only be transferred upon acceptance.

Article 6 : Price – payment

The prices or hourly rates include all costs, taxes, charges, contributions and retributions applicable to the supply of goods, services, or works, with exception of VAT. In so far as the Contractor will have complied with his obligations, invoices mentioning the order number will be payable at the latest 60 days after the invoice date, by bank transfer to the account number designated to this end by the Contractor, in so far as the Contractor fulfilled his obligations.

If the payment of a sum owed to the Contractor is delayed for reasons attributable to the Client, the Contractor is authorized to apply interest on the outstanding amount for the period between due date of the invoice and the date of actual payment, at the annual rate (for a year of 360 Days) corresponding to the EURIBOR at three months increased by 2 points per year.

Article 7 : Subcontracting – Assignment

The Contractor may not subcontract part or all of the order to third parties, unless the Client, after having been noticed in advance, has not expressed any objection. Such subcontracting is done at the risk of the Contractor and shall in no way limit his obligations and he shall ensure the respect of such obligations by such third parties. The Contractor may not assign his rights and obligations arising in connection with the order to any third party without prior and written approval of the Client. The Client is free to assign some or all of his rights and obligations arising in connection with the order, to a third party.

Article 8 : Intellectual property

Any intellectual property rights originating from or at the occasion of the order become immediately the property of the Client and the transfer of these rights is reflected in the agreed price.

The Contractor shall hold the Client harmless against all claims of third parties pursuant to breaches of intellectual property rights, relating to the goods or services. The supplier shall be liable towards the Client for all damages resulting from such breaches, including costs of legal assistance. Should a problem occur, the Contractor shall, at his own cost, adapt the goods and services or replace them by equivalent goods and services.

Article 9 : Confidentiality

All commercial and technical information disclosed by the Client to the Contractor or which the Contractor becomes aware of in connection with the execution of the order, shall remain the exclusive property of the Client and the Contractor will maintain strict confidentiality thereof. The Contractor shall not use such information for any other purpose than the execution of the order and shall return it to the Client thereafter. The Contractor will disclose such information only to employees who need to have access to the information for the performance of the order and who are bound to treat such information as

confidential. The supplier shall not disclose such information to third parties without the prior written approval of the Client. Contractor's obligations under this section 9 remain in force for 10 years after the end of the order.

Article 10 : Liability – Insurance

The Contractor is liable to the Client, for all damages of any nature whatsoever, suffered by the Client pursuant to the non-respect by Contractor of any of his obligations. The Contractor shall hold the Client fully harmless against any third party claims in this respect. Without prejudice to more stringent imperative provisions, the Contractor subscribes an insurance policy "Civil Liability Exploitation and Liability for Completed works/Product Liability" covering the financial consequences of his civil liability towards third parties for all damages of any nature whatsoever, providing a cover of at least 1,250,000 € per occurrence, and by year for the insurance Liability for Completed works/Product Liability. Such insurance policies shall enter into force prior to or at the moment of delivery, shall remain in force without interruption until at least 24 months thereafter and must contain a waiver of recourse in favor of the Client.

Article 11 : Term – Suspension – Termination

If no fixed term is stipulated in the order, the order shall be deemed to be entered into for an indefinite term, each party having the right to terminate the order on its anniversary date, by giving notice to the other party at least one month before. The Client has the right to suspend the performance of the agreement, or to unilaterally terminate the order. In such case the Client will indemnify the Contractor for the reasonable costs resulting directly from such suspension or termination. Without prejudice to his own right to compensation the Client shall not be under an obligation to indemnify if the suspension or termination is a consequence of a breach by the Contractor of any of his obligations, or if it results from insolvency, dissolution or attachment of assets of the Contractor or from a case of force majeure.

Article 12 : Applicable law – Jurisdiction

The Belgian law, with exception to the rules resulting from the Vienna Sale Treaty, shall be applicable.

Any dispute arising out of or on the occasion of the order will, in accordance with the rules of CEPANI, be submitted to and settled by one or three arbitrators having a seat in Brussels in the language of the order. However, the Client retains the right to summon the Contractor before the ordinary courts of his registered office.