ADDITIONAL CONDITIONS

## Only applicable for Electrabel’s General Conditions version 15.04.2010 or for any other General Conditions dated before 10/03/2017.

**Article 14.2.3.** of the General Conditions is modified as follows:

14.2.3. Carcinogenic materials

The use of carcinogen or potential carcinogen materials must first be approved by the Client. Carcinogenic materials means materials or products classified as category 1 by REGULATION (EC) No 1272/2008 and amendments. Potential carcinogenic materials means materials or products classified as category 2 by REGULATION (EC) No 1272/2008 and amendments.

**Article 13.1.** section 4 of the General Conditions is completed as follows:

In accordance with article 31, §1, section 2 and 3 of the law of 24 July 1987 regarding temporary work, interim work and putting workers at the disposal of users, the Parties acknowledge and accept that the compliance by the Client with his obligations with regard to wellbeing at work, as well as the instructions that would be given by the Client in the framework of the performance of this Agreement, cannot be considered as any exercise of authority by the Client on the employees whom the Contractor would deploy for the execution of the agreed assignments.

Are considered as "instructions in the framework of the performance of this Agreement" in the sense of the preceding section:

 Instructions and/or procedures concerning the access, safety and security of the buildings or installations of the Client;

 Instructions and/or procedures with regard to the correct use of machines, material, goods and documents of the Client, if the contract allows or imposes the use of them;

 Instructions with regard to the normal opening and working hours as applicable to the Client, without, however, extending to instructions regarding the legislation on the working hours for which only the Contractor is competent;

 Instructions which arise from the specifications or the agreement between the Client and the Contractor;

 Instructions and remarks in case of non-correct execution of the work as determined in this Agreement and its Addenda, without, however, extending to imposing disciplinary sanctions for which only the Contractor is competent;

 Instructions which are directly linked with the good execution of this Agreement and its Addenda.

This "instruction right" of the Client affects in no way the employer's authority of the Contractor over his employees.

If the members of the works council ask for it, the Client will transfer them a copy of the part of the aforementioned contract in which is determined which instructions can be given to the employees of the Contractor by the Client, according to the procedure foreseen in article 31 §1, section 5 of the law of 24 July 1987 and its possible implementing provisions.

## Applicable for all versions of the Electrabel General Conditions.

**2.1 Article 18.** of the General Conditions is completed as follows:

In addition to article 18 of the Electrabel General Conditions, the following is applicable when legally classified information (law of 11/12/1998 or law of 15/04/1994) or ENGIE classified information (ENGIE classification “Restricted” or “Secret”) is involved:

The Contractor shall comply with the laws, regulations and internal procedures of the Client related to the management of classified information (law of 11/12/1998) or categorised information (law of 15/04/1994) or ENGIE classified information (ENGIE classification “Restricted” or “Secret”).

More specifically:

As soon as the Contractor has information (written, oral or digital), he must deal with it carefully. The management of classified information (law of 11/12/1998) or categorized information (law of 15/04/1994) or ENGIE classified information (ENGIE classification “Restricted” or “Secret”) must comply with strict rules. These rules are imposed by relevant regulations and / or the Client. These rules cover the whole process: from creation to destruction of the information. The following minimum requirements apply:

- The “Veiligheidsofficier – Officier de Sécurité” (law of 1998) or the “Afgevaardigde van de Fysieke Beveiliging – Délégué de la Protection Physique” (law of 2011) of the Contractor is the (single) point of contact for the Client regarding the rules and the management of classified information.

- If the Contractor does not have a “Veiligheidsofficier – Officier de Sécurité” (law of 1998) or no “Afgevaardigde van de Fysieke Beveiliging – Délégué de la Protection Physique” (law of 2011), he must appoint a responsible person to act as a (single) point of contact for the Client regarding the rules and the management of classified information.

- Legally classified information (law of 11/12/1998 or law of 15/04/1994) may only be consulted by people who have the respective level of security clearance **and** who have a "need to know" for executing the work.

- All legally classified information (law of 11/12/1998 or law of 15/04/1994), including copies, related to Contractor’s mission under the purchase order, must either be destroyed or returned to the Client after the mission.

The Client may at any moment conduct, at its own costs, an audit in order to check the effective and correct execution of these rules.

This audit could be performed by the Client, or another competent third party designated by the Client. The Client agrees to conduct not more than one audit per year.

In case of an audit, the Client notifies its intention to conduct such audit with a 2 Working Days’ prior written notice. If applicable, the Client notifies the name of the auditing company in charge of the audit mission.

**2.2 Supplies from the Client:**

At the commencement of the Services or Works, the Client shall provide, if they are available, the following services.

This shall be agreed beforehand with the Clients' technical contact person:

- water, electricity, compressed air and a toilet block

- the necessary diagram plans\* TO BE COMPLETED BY THE APPLICANT IF NECESSARY

\* SUPPLEMENTARY COMMERCIAL TERMS AND CONDITIONS (IF APPLICABLE - OTHERWISE\* WRITE N/A (Not Applicable)-TO BE NEGOTIATED FOR EACH PURCHASE)

**2.3 Acceptance:**

On top of and without prejudice to other acceptance criteria specified in the Agreement, the following criteria shall be used for the acceptance of the services supplied: The correct operation of the equipment or installations overhauled as well as the re-installation of the identification plates on the equipment (code KKS).

* 1. \* (to be amended if necessary depending on the type of Services or Works\* provided)**Payments for access formalities paid for by the Client for the nuclear sites:**

- EUR 35.00 fixed price per coworker for access to the area/technical installation, paid once per year.

- EUR 80.00 fixed price per coworker for the medical check-up, paid twice per year.

* 1. **Change of circumstances**

The Parties expressly agree to exclude the application of article 5.74 of the new Belgian Civil Code (change of circumstances) and confirm that, based upon the concrete effects of all provisions of the Agreement, each and every provision of the Agreement is accepted by the Parties and does not in any manner create an imbalance between the rights and obligations of the Parties.