



## GENERAL TERMS & CONDITIONS GOVERNING SUPPLIES OF GOODS & SERVICES

### 1 INTRODUCTION

These general terms and conditions apply to all orders placed by KBC concerning supplies of goods and the provision of services.

### 2 LEGAL FRAMEWORK – HIERARCHY OF DOCUMENTS

The Contract is governed by the following documents (in descending order of priority):

- the Contract Letter or Purchase Order;
- these General Terms & Conditions Governing Supplies of Goods & Services;
- the annexes referred to in the Contract Letter or Purchase Order.

In the event of contradictions, detailed provisions take precedence over general provisions.

Any general delivery, invoicing or other conditions of the Supplier are expressly excluded.

Contract amendments are only valid if agreed in writing.

### 3 PRICE

Unless otherwise agreed, prices are stated in euros and the Contract applies on the basis of a relative fixed amount with an overall price. Where quantities are changed, the contracted unit prices will apply. The price applies for deliveries free of carriage, or for the service to be performed at the agreed location.

The price includes all expenses, such as transport costs, insurance, exchange rate risk and costs of packaging. Price changes are subject to both parties' consent.

### 4 SUPPLIER'S OBLIGATIONS

The Supplier warrants that the goods supplied and/or the services provided:

- a) Comply with the designs and specifications stipulated along with the order and are fit for purpose.
- b) Comply with the requirements stipulated in the Contract or imposed by the authorities.
- c) Are of good quality without any flaw in their design, construction, manufacture, assembly or materials.
- d) Are made/carried out properly and according to the rules of the art, account taken of the provisions of the project charter, request, quotation, plans and detailed drawings, and/or approval given by KBC or its agents.
- e) Accord with environmental and sustainability requirements. If using wood, the Supplier will only use wood bearing the Forest Stewardship Council (FSC) label.

Once the Contract is formed, the Supplier may not cite errors or lacunae in the tender specifications to claim price adjustments or alterations in other terms or conditions.

As regards the technical solutions that KBC stipulates or that it presents in managing the services, the Supplier shall at no point be regarded as a powerless operative merely acting under orders.

It bears responsibility for technical execution of the Contract and guarantees its result.

The Supplier must notify KBC of any provisions figuring in the tender and execution documents that are abnormal or that contravene the rules of the art and might affect the approach to or execution of the Contract. This obligation also applies to uncertainties arising during execution.

Any supervision by agents of KBC does not imply any transfer of authority or responsibility. Instructions and advice given by KBC or its agents and the involvement and approvals of other parties in no way relieve the Supplier of its exclusive responsibility.

### 5 SUPPLIER'S LIABILITY

The Supplier is liable for any loss or damage, prejudice or inconvenience caused by it or persons or firms working for it to KBC, to persons and/or firms working for or at KBC and to third parties as a result of execution of the Contract,



and it shall not have right of recourse against KBC. The Supplier remains at all times liable for all goods supplied and installed, even if it has itself obtained them from a third party, and for any latent defects even if unknown to it. In this context, the most stringent rules regarding liability apply in all cases (whether concerning contract works or sale of goods).

The Supplier will defend, indemnify and compensate KBC, its appointees, employees and agents for all losses, costs, damage, outlays and complaints of whatever kind and extent (including complaints under Article 544 of the Civil Code) arising during and/or further to execution of the Contract.

Documents that have to be drawn up and/or supplied by the Supplier pursuant to the Contract must be complete. They must cover the entire Contract execution or subcontracted work stipulated in the Contract and encompass all necessary details relative to their intended purpose.

Goods and services must be complete in every respect, including all that is necessary for their use and intended purpose, even if not expressly laid down in the Contract, since these are indicative and not restrictive in essence.

Any additional resources that the Supplier deems necessary for its execution of the Contract must be procured by it at its own expense. They may be used provided KBC gives its consent and they are in accordance with all legal rules. All attendant costs (personnel, consumables, costs of periodic checks, maintenance and repair, inspection, security, etc.) are borne by the Supplier.

The Supplier's liability for defects or for supplies not conform to contract extends in the first instance to repairing, restoring or replacing what is supplied within maximum 30 days, unless agreed otherwise. If no such resolution is possible within this period, the Supplier must compensate KBC for the loss or damage.

## 6 CONTRACT EXECUTION

### 1. General: execution of the Contract

The Supplier supplies the goods or services during office hours at the agreed time unless KBC agrees another time in writing.

The Supplier supplies the goods or services at the agreed place. If no place is agreed, the Supplier must contact KBC beforehand to arrange where to deliver the goods or provide the services.

The Supplier must notify KBC immediately if timely supply or execution seems impossible. In cases of late delivery or execution, KBC may rescind the Contract in whole or part according to Article 19 without being liable for any compensation.

### 2. Supply of goods

The Supplier must enclose with each consignment a delivery note listing the goods supplied and their specifications. In particular, the delivery note must state in clear terms and in Dutch the quantity and type of packages in the consignment (e.g., the number of cartons or pallets or how many rows and piles of cartons). Any omission from these details releases KBC from all liability in the event of disputes over the contents and size of the consignment. Consequently, signing a delivery note with no or inadequate details is of no evidential value whatsoever. Moreover, signing a delivery note from which the signatory's identity (name or personnel number) is missing is of no evidential value whatsoever.

Acceptance of the goods is at all times subject to *ex post* examination pursuant to Article 12. KBC will respond in the event of visible defects within 15 business days of delivery.

### 3. Provision of services

Acceptance of services occurs at the earlier of the following times:

- (i) when KBC confirms acceptance in writing (e.g., by signing the relevant minute of acceptance);
- (ii) three months after KBC has commenced unconditional use of the services.

Delivery or transfer to, or signature for receipt by, an employee of KBC will at no time constitute proof of acceptance, irrespective of what is stated on the signed slip.

The Supplier must itself direct provision of the services or designate an authorised representative approved by KBC who is authorised to substitute for and represent the Supplier.



Plant, personnel and resources necessary for proper execution of the Contract must be available at all times during its execution.

All services must be entrusted to persons with the necessary professional abilities to ensure rapid, proper Contract execution. The Supplier undertakes to provide a sufficient, stable workforce for the term of the Contract. If personnel are replaced, the new personnel must have equivalent qualifications and be thoroughly informed of the Contract's history up to the point when they are brought in, so as to still ensure continuity and quality in provision of the services. KBC can demand that personnel be replaced on valid grounds such as lack of professional ability, misconduct, non-compliance with the safety regulations, etc.

In such cases, the Supplier must take necessary action and replace the relevant individuals.

The Supplier must take necessary precautionary measures to keep to a minimum any inconvenience to KBC and third parties that is caused by execution of the Contract. If such inconvenience is unavoidable, the Supplier must inform KBC ahead of time so that any accompanying measures can be taken in joint consultation.

## 7 KBC INSTRUCTIONS

KBC may carry out checks on execution of the Contract and can appoint individuals for this purpose. Only KBC or its agents can give instructions to the Supplier to:

- have materials removed that are not conform to contract in KBC's view and have them replaced by other materials;
- have redone any Contract performance that is not conform to contract in KBC's view.

If the Supplier fails to implement the instructions/directives, KBC may take the measures it deems fit for their implementation, such as having the works carried out by a third party and at the Supplier's risk. All attendant costs will be borne by the Supplier and may be deducted directly by KBC when making payment.

At the request of KBC or its insurer, the Supplier must at all times grant KBC's insurer, the public authorities, public officials and recognised inspectorates access to the place where the services are being performed.

If requested by KBC, the Supplier must attend discussions organised by KBC (e.g., site meetings) but may not charge any additional fee for doing so.

## 8 PAYMENT

Unless otherwise agreed, the Supplier will submit its payment requests by e-mail and state what services/goods have been supplied and the amount it intends to invoice.

It may only raise the invoice once KBC has approved the payment request. The invoice must quote the approved payment request and be sent in digital form (PDF, black and white) to [invoices@kbc.be](mailto:invoices@kbc.be).

Payments after the due date entitle the Supplier to delay interest (equal to 1% over the 12-month EURIBOR) on all undisputed amounts calculated on and to be effected as from 20 business days after notice by registered letter, unless payment has been effected by that date.

Claims by the Supplier for payment of outstanding amounts not yet invoiced prescribe 12 months from acceptance. In the event of disputes between the Supplier and KBC concerning payment requests or invoices or payment thereof, the Supplier may on no account suspend execution of the Contract or services, nor may it interrupt or cease them in whole or in part.

Approval of a payment request or payment of an invoice does not imply acceptance or approval of the supplied services/goods and does not relieve the Supplier from any warranty and/or liability resulting from the Contract.

## 9 PACKAGING, ENVIRONMENTALLY FRIENDLY GOODS

The Supplier must use packaging materials that cause as little harm to the environment as possible.

The Supplier is liable for loss or damage caused by inadequate packaging.

All packaging that is used must be taken back by the Supplier.



The Supplier must inform KBC in good time of new or substitute environmentally friendly products that come onto the market.

## 10 CLEANING, WASTE AND THE ENVIRONMENT

The Supplier must clean the place of performance of its services and its immediate surroundings. If that place is cleaned by a third party, this in no way relieves the Supplier of its cleaning obligation inherent in the contractual assignment. If these obligations are not met, KBC will have the cleaning work done at the Supplier's expense, to which may be added the costs of any consequential loss or damage.

All environmental levies and contributions of whatever nature relative to the goods or services are borne by the Supplier and must therefore be included in its price.

The Supplier is fully responsible for any environmental damage in the broadest sense of the word that might result from its contractual performance. Furthermore, the Supplier must indemnify KBC against any claims in this respect by third parties (including public authorities).

The Supplier is the owner of and responsible for all waste emanating from or relative to its contractual performance. The Supplier must comply with all obligations in relation to waste (e.g., waste packaging rules) and take back, remove, dump or process the waste in accordance with the relevant regulations (e.g., environmental regulations, cooperation agreements concerning waste packaging and regulations of the inter-regional packaging commission). If requested, the Supplier must be able to produce the necessary certificates proving that this has been done. Upon KBC's request, the Supplier must also take back and selectively sort and remove materials, equipment and products that are replaced further to its contractual performance.

Without prejudice to the above waste provisions, the Supplier will, so far as legally permissible, be regarded as the producer of the waste materials and in its own name fulfil the obligations relative to the waste product register.

However, for waste products for which KBC is identified as the producer under the relevant waste product regulations, the Supplier will for each site provide KBC with the documents and certificates needed for KBC to be able to meet its obligations.

For the above obligations, the Supplier may not claim any price increase.

## 11 CHANGES TO THE CONTRACT ASSIGNMENT

The Supplier may not without KBC's prior consent carry out any contractual performance that results in an increase in the price.

However, the Supplier must make all changes to the order that are technically feasible if requested in writing by KBC. KBC must be notified in writing as quickly as possible and in any event within two weeks of changes that this might cause in the price and/or delivery time. The Supplier must continue the works without interruption notwithstanding any disputes to which increasing unit prices might give rise.

## 12 INSPECTION AND TESTING

KBC or its agents may at any time inspect the ordered goods, materials and contractual performance and test them to see whether they are indeed conform to contract.

Inspection or approval does not release the Supplier from any warranty and/or liability under the Contract between the parties.

If contractual performance is rejected, KBC may, apart from exercising the rights under Article 19, demand new goods that meet the test requirements within such deadline as it may fix, which will not incur any additional payment liability on its part. Should it transpire that the results are not in conformity with the specifications laid down, the costs of these additional tests and investigations will be borne by the Supplier.



Deemed quantities must be quantified in the presence of both parties as quickly as possible after execution and the figures submitted to KBC for approval. Work undershoots and overshoots are only permissible if explicitly authorised by the agents appointed by KBC for that purpose.

### 13 INSURANCE

The Supplier must take out insurance with an insurance company licensed to operate in Belgium covering the risks of accidents at work and liability to third parties and KBC and its agents. Proof of such insurance must be submitted to KBC on request.

The Supplier must insure all goods it receives from KBC pursuant to the Contact assignment against all loss or damage that may those goods might sustain while in the Supplier's possession.

### 14 PROPERTY AND RISK

Property in goods and services passes from the Supplier to KBC as follows:

- in the case of physical delivery of goods: at the time of receipt by KBC;
- in the case of services: the result of the contractual performance passes immediately in line with advancement of the service provision or works;

Risk passes from the Supplier to KBC:

- in the case of supplies of goods, at the time of physical delivery at the place of delivery and provided KBC duly signs the delivery slip on the spot;
- in the case of the provision of services: upon final acceptance by KBC.

These risk provisions apply without prejudice to the apportionment of liability for latent defects. If, in the event of non-acceptance by KBC, there is delivery back to the Supplier, the attendant costs are for the account of the Supplier.

### 15 DEADLINE

The Supplier must commence the works on the agreed date and complete them within the agreed deadline(s). If there is agreement in this respect, it must prepare an execution timetable and adhere to the agreed milestones. In this regard, it must take account of the works that might be carried out by other service providers that are designated by KBC. In this respect, it must heed KBC's instructions and, if necessary, consult with the other service providers.

Should the Supplier believe the works cannot be advanced owing to serious, unforeseeable circumstances, it may only suspend the works temporarily and then only with KBC's prior written consent. The Supplier must take all necessary safety and precautionary measures. Such interruptions will only justify an extension to the deadline if the Supplier evidences the cause, extent and critical nature of the delays and informs KBC of what steps it is taking to make up for lost time.

In no event may the Supplier claim compensation or a price increase for interruptions caused by force majeure.

### 16 GUARANTEE

Unless otherwise agreed, the warranty period is two years from delivery.

If, during this period, the goods exhibit any defect not visible on delivery, the Supplier will repair or replace them at its own expense without delay and in consultation with KBC.

If KBC believes the Supplier fails to timely or properly remedy the defect, or if no delay can be permitted to remedy it, KBC is free, after giving notice in writing, to take necessary measures at the Supplier's expense.

After the replaced or repaired goods have been delivered and put into use again, a new two-year warranty will commence over the replacement or repaired goods.



## 17 STATUTORY AND REGULATORY PROVISIONS

The Supplier must, under its responsibility and at its cost, throughout entire performance of the Contract abide by:

- the applicable statutory provisions, regulations, official standards, KBC provisions on safety, well-being, health, safe and healthy use of work resources, and means of personal protection (the Supplier must notify KBC of any residual risks);
- the sustainability requirements;
- the conditions for avoiding risks related to welfare, health and safety. It must *inter alia* comply with the safety provisions issued by KBC.

The Supplier will indemnify KBC against all loss and damage consequent upon any third-party claims owing to non-compliance with its statutory obligations.

In this connection, the Supplier must present all compulsory certificates and pay for all required rights of any kind. Amendments to such regulations or standards cannot result in price increases or deadline extensions.

## 18 SOCIAL SECURITY AND TAX OBLIGATIONS

The Supplier undertakes promptly to pay its social security and tax liabilities.

If contractual performance is entrusted to a supplier that falls within the ambit of Article 30*bis* or Article 30*ter* of the Act of 27 June 1969 amending the decree-law of 28 December 1944 on employee social security and Articles 400 *et seq.* of the Income Tax Code 1992, this will be subject to the condition precedent that the databases of the National Social Security Office and the Federal Public Service Finance show that, upon signing the Contract, the Supplier has no social security or tax liabilities within the meaning of each of Article 30*bis* (3) of the Act of 27 June 1969 and Article 402 of the Income Tax Code 1992.

## 19 TERMINATION

KBC may, without prejudice to its right to compensation, terminate the Contract unilaterally in whole or in part without service of notice of default or court order if the Supplier fails entirely, timely or properly to perform its obligations or if the Supplier goes into bankruptcy or liquidation or if the Supplier's financial risks in any manner significantly increase (e.g., third-party damages claims, serious liquidity risks or the existence of tax and/or social security liabilities) or if the Supplier entrusts all or part of the contractual performance to a subcontractor without KBC's prior written consent. In such cases, KBC may, without prejudice to its right to compensation:

- a) return to the Supplier, at the Supplier's own expense and risk, goods that have already been delivered that are not (or no longer) to be used and to claim back the amounts already paid for those goods;
- b) after having sent written notification, perform the contractual assignment itself or have it performed by third parties, whereby it may utilise that which has already been supplied to KBC in return for such payment as may or may not subsequently be agreed.

All claims that KBC might have or acquire as a result of termination, including any damages claims, are payable immediately and in full.

The obligations with regard to confidentiality, data protection, applicable law and disputes survive termination of the Contract.

## 20 SUBCONTRACTING

The Supplier may not engage subcontractors without KBC's prior written consent. Even if KBC consents, assertion of any direct claim by the subcontractor against KBC will result in KBC charging the Supplier the (internal and external) costs of handling that direct claim. If, as a result, KBC is involved in court proceedings, these costs are liquidated at 5 000 euros, without prejudice to KBC's right to prove and claim the actual costs (including fees and costs of its lawyers).



In addition, KBC is entitled to constitute a provision by retaining amounts from the Supplier's invoices based on expected costs.

The Supplier must incorporate into its agreements with subcontractors provisions that are at least as stringent as those of the Contract with KBC. No contractual relationship whatsoever will arise between KBC and the Supplier's subcontractors. The Supplier alone remains personally and fully responsible for contractual performance (or part-performance) that it subcontracts. KBC may enforce as provisions to the benefit of a third party commitments given by the subcontractor to the Supplier that directly concern contractual performance.

## 21 SAFETY, CERTIFICATES, ATTESTATIONS, INSTRUCTION MANUALS

The safety provisions issued by KBC (including the Safety Requirements for KBC Locations) must be strictly complied with. If the Supplier supplies resources, meaning all machinery, equipment, tools and installations used in the workplace, they must comply not only with statutory requirements but also with KBC's safety provisions. The same applies to the supply of protective equipment and hazardous substances and preparations.

If certificates, attestations and/or instruction manuals are required as part of contractual performance, the Supplier must ensure that they are in KBC's possession as quickly as possible but no later than upon supply of the goods/services, otherwise payment will be suspended. If the delivery includes product types previously supplied by the Supplier to KBC, the safety provisions applying to the initial delivery will apply, unless the statutory requirements have subsequently changed.

If KBC makes key cards available to the Supplier, they remain the full property of KBC. The Supplier will keep and use the key cards with all due care and return them once contractual performance is ended. The Supplier must notify KBC immediately of their theft or improper use.

## 22 INTELLECTUAL PROPERTY RIGHTS:

Unless otherwise agreed, the Supplier grants KBC a perpetual, worldwide, non-exclusive licence on all intellectual property rights over working methods or resources that are deployed.

This licence encompasses (i) right of use, reproduction and distribution of the working methods or resources and to make same publicly available again, and (ii) right of alteration. The Supplier guarantees that its staff will not exercise any related right against KBC in any manner contrary to this article.

If the Supplier itself does not hold the intellectual property rights, it undertakes that it will make the necessary arrangements to this effect with their holder.

The Supplier remains solely responsible for any claims that may arise as a result using protected working methods or resources.

The Supplier will indemnify KBC against any claims brought against it by third parties founded on alleged infringement of their intellectual property rights stemming from KBC's use within the bounds of the Contract of working methods or resources for which the Supplier has granted it proprietary or user rights under the Contract.

If the contractual performance provided by the Supplier is accessible using a password or if a password needs to be used for programming or reprogramming it, the Supplier undertakes to provide KBC with the passwords.

## 23 DATA PROTECTION

The Supplier will implement the appropriate technical and organisational measures necessary to protect the personal data received from KBC, in accordance with (i) the legislation on data processing as applying to KBC and (ii) the rules and guidelines issued by privacy regulators that apply to KBC. These measures must ensure a suitable level of security bearing in mind the risks and the nature of the personal data.

The Supplier may act only on instructions from KBC. Without prejudice to the generality of the foregoing, the Supplier in particular must (i) refrain from using for its own purposes personal data that is received from (or compiled or collected for) KBC, (ii) refrain from processing personal data outside the European Economic Area (EEA) without KBC's permission, (iii) refrain from any act or omission whereby KBC might be in breach of the data protection legislation or



such rules as apply to it, (iv) allow KBC to inspect and audit the data processing activities, (v) comply with all requests or guidelines during or as a result of such inspections or audits and (vi) immediately inform KBC of any suspected or actual breach of this article or the loss of or unauthorised access to personal data.

## 24 ASSIGNMENT OF RIGHTS AND DUTIES

Except as provided in the following, neither party may assign the rights and obligations under the Contract without the other party's prior written consent.

KBC nevertheless reserves the right to assign the rights and obligations under this Contract to a company within the KBC group or its successors in title.

The Supplier hereby undertakes that all companies in the KBC group and those subsidiaries and branches of the KBC group's various companies that might consider contracting with the Supplier on matters forming the subject-matter of the Contract will be offered the same terms and conditions as laid down in the Contract with KBC.

## 25 LANGUAGE

The primary language for all contacts with KBC, both written and verbal, is Dutch. All documents required to be provided by the Supplier must be written in Dutch.

## 26 GENERAL PROVISIONS

Failure by either party to exercise any of its rights does not imply waiver or lapse of those rights and does not affect any other right to which that party is entitled under the Contract.

If any provision of the Contract is considered invalid, illegal or unenforceable, both parties will be relieved of all rights and obligations arising from that provision, but only to the extent that it is invalid, illegal or unenforceable, and that provision will be amended to the extent necessary to render it valid, legal or enforceable without detracting from the spirit of the Contract. Subject to evidence to the contrary, all other provisions of the Contract will be regarded as valid, lawful and enforceable.

## 27 APPLICABLE LAW AND DISPUTES

Any dispute relative to the formation, validity, interpretation and performance of the Contract and of agreements deriving therefrom is governed by Belgian law and falls within the exclusive jurisdiction of the Brussels courts.

## 28 DEFINITIONS

**KBC:** the entity referred to in the Contract Letter or Purchase Order.

**KBC group:** KBC Group NV, with registered office at Havenlaan 2, 1080 Brussels, and all its direct and indirect subsidiaries.

**Supplier:** the person whose proposal, tender or offer has been accepted by KBC and with which KBC has formed the Contract.

**Subcontractor:** any person that supplies services or goods under an agreement entered into with the Supplier.

**Contract:** the entire rights and duties reciprocal between the parties and consisting of these General Terms & Conditions Governing Supplies of Goods & Services, the Contract Letter/Purchase Order and any Special Administrative Provisions and Technical Specifications, together with all annexes including all changes and addenda agreed in writing between the parties, as specified in the Contract Letter/Purchase Order.





**Contract Letter:** the document that KBC signs with the Supplier whereby performance of the Contract is assigned to it and in which the non-standard details of the Contract are further specified.

**Purchase Order:** a document by which an order is placed.

**Execution documents:** the documents that must be supplied by the Supplier within the framework of the Contract.

**Place of performance:** the premises or location(s) at which KBC wishes to have the services executed.

**Relative fixed amount with an overall price:** a contract in which an overall price is stipulated for the Supplier's full contract performance but in which KBC may made downward or upward quantity changes, which shall be charged based on the contracted unit prices.