

## **GENERAL CONDITIONS OF PURCHASE**

### **SEAUTON**

C.B.E. (Crossroads Bank for Enterprises) 0464.882.990

## **ARTICLE 1. GENERAL**

### **1.1. Scope of application**

These general conditions of purchase are applicable to all purchases of goods, works and services as well as to any order placed by SEAUTON.

In accepting the transaction, the Contractor acknowledges having previously read the general terms of purchase and thereby waives all of its general, specific or other conditions, regardless of the time or method of their transmission.

No derogation from the present general conditions of purchase is admitted unless expressly stated otherwise in the documents constituting a particular Contract. In any event, such a derogation is applicable only for the sole Contract under which the derogation was agreed.

### **1.2. Definitions**

- (a) "Goods" and "Service(s)" means the goods and/or service(s), discussed in the Contract.
- (b) "Contractor" refers to the natural or legal person with whom SEAUTON has entered into a Contract.
- (c) "Closing date of the transaction" refers to the determined date pursuant to section 2.2.
- (d) "Days", "Weeks" and "Month" refer to the number of days, weeks or calendar months.
- (e) "Contract" means the contract between SEAUTON and the Contractor in which it agrees to provide SEAUTON with the agreed goods and/or services.
- (f) "Parties" means SEAUTON and the Contractor.

## **ARTICLE 2. CONTRACT**

### **2.1. Individual parts**

At the very least, the Contract is constituted by the following documents held by the Contractor:

- the Contract signed by SEAUTON and the Contractor or the purchase order accepted by the Contractor in accordance with Article 2.2, including all its appendices;
- these general conditions of purchase;
- if applicable, the list of unit prices and flat rates, if it is not included in the documents of the Contract.

In case of interpretation difficulties or contradiction between the constituent parts of the Contract, each part prevails over the next in the order in which they are listed in the Contract or the Order and in the absence of such an enumeration, in the order stated above.

In case of interpretation difficulties or contradiction between a constituent part of the Contract and its complements and appendices, the main document prevails. The documents exchanged between SEAUTON and the Contractor prior to the Closing Date of the Contract can never prevail over the provisions of this Contract, nor can they be combined with them. They may only be invoked in order to specify Contract provisions that may be interpreted in different ways.

Documents listed as being "held by the Contractor" in a part of the Contract are deemed to be in the Contractor's possession. It is the Contractor's responsibility to request a copy of these documents from SEAUTON if they are not in its possession.

These terms and conditions of purchase are freely available on the website <https://seauton-international.com/>.

### **2.2. Conclusion of the Contract**

**2.2.1.** Without prejudice to Article 2.2.4, the Closing Date of the Contract shall be the date of its signature, or failing that, the date of the Purchase order.

**2.2.2.** The Contract and the General Terms of Purchase are deemed accepted without reservation by the Contractor in one of the following cases:

- upon receipt of the Purchase order drafted, according to the tender submitted by the Contractor; provided that the Contractor does not oppose the contractual conditions within seven (7) working days. In any case, from the moment the Contractor commences its deliveries, it is deemed to have accepted the terms of the Contract;
- upon receipt of the approved and signed Contract without reservation by the Parties.

**2.2.3.** Tacit Renewal: Even if the Contract relates to services with successive performance, it cannot be renewed by tacit renewal. Where appropriate, it is the Contractor's responsibility to forward a proposal for renewal of the Contract. The Contract renewal will be carried out by written amendment signed by the two (2) parties or by the conclusion of a new Contract.

**2.2.4.** Condition precedent: Without prejudice to Article 20, the Order or the Contract shall specify whether the Contract is subject to the condition precedent that all required authorisations and licenses have been obtained in advance, without any damages being due to the Contractor.

If one of the required authorisations and licenses is refused by the authority, subsequently cancelled or withdrawn, or is the object of any recourse likely to result in its cancellation or its suspension, SEAUTON reserves the right, at its discretion, to suspend or terminate the Contract, partially or in its entirety.

**2.2.5.** The Contract consists of both these SEAUTON General Terms of Purchase and the specific Contract; these documents cannot be separated from each other.

In the event that the Contractor refuses to sign, SEAUTON shall have the option of either terminating the Contract without compensation, and with immediate effect by any legal recourse; or considering that the Contractor, having started its duty, accepted the terms of the entire Contract without reservation.

### **2.3. Transfer**

Except with prior written authorisation from SEAUTON, the Contractor shall not assign all or part of its rights and obligations under the Contract to a third party.

### **2.4. Partnership and Outsourcing**

**2.4.1.** Once the Contract is concluded, it is forbidden for the Contractor to partner with a third party to execute it without the prior written consent of SEAUTON.

When the Contract is concluded with a partnership, the partners are indivisibly and jointly liable vis-à-vis SEAUTON for all the contractual obligations imposed on the Contractor by the Contract, except where expressly outlined in this Contract. The partners shall appoint one of them to represent them with full power and to coordinate the execution of the Contract.

**2.4.2.** Except with the prior written consent of SEAUTON, the Contractor shall not subcontract the Goods and/or Services within its specialisation.

The Contractor shall provide SEAUTON with the list of suppliers or subcontractors considered for approval before the start of the performance of the Contract or any part of it. The Contractor may not choose a supplier or subcontractor who does not appear on the SEAUTON-approved list during the performance of the Contract, unless it has the prior written consent of SEAUTON. This approval cannot give rise to any legal relationship between the latter and the suppliers or subcontractors and the Contractor is held entirely responsible for this.

SEAUTON may require that competing offers from subcontractors be submitted to it.

### **2.5. Exclusivity**

In no form whatsoever may the Contractor claim exclusivity on the Goods and/or Services mentioned in the Contract. SEAUTON does not guarantee the Contractor any minimum amount of turnover.

### **2.6. Wrongful Non-Performance by the Contractor**

**2.6.1.** Right to substitution and termination: Except as set out in Article 2.7, if the Contractor fails to perform any part of its obligations, SEAUTON reserves the right, by simple registered letter, without any judicial formality being required and without prejudice to other measures covered by the Contract, including its right to claim the penalties

specified in Article 4 and to receive compensation for the actual resulting damage after a period of fifteen (15) days following the notification by registered letter of formal notice, to take the following measures:

- to compensate for the Contractor's failure, in particular by substituting itself or a third party for the performance of its duties at the Contractor's expense and risk;
- to suspend the execution of the Contract until the Contractor has established that it has remedied its non-performance;
- to partially or totally terminate the Contract;
- to ask for the resolution in court with the application of a contractual penalty or even equivalent to the damage actually suffered by SEAUTON.

**2.6.2. Termination in case of serious misconduct:** In the event of a serious breach of the Contractor's obligations, SEAUTON reserves the right to terminate the Contract by means of simple registered letter, without notice and without any legal formality being required. This right is exercised without prejudice to other recourse or rights of SEAUTON. In particular, an infringement of the confidentiality clause, subcontracting without SEAUTON's prior agreement, the non-respect of the delivery times of the Goods and/or Services are considered to be serious misconduct.

**2.6.3. Incapacity / Inability of the Contractor:** SEAUTON may terminate the Contract or suspend all or part of its own obligations by simple registered letter and without any legal formalities being required when the Contractor's situation reveals, after the Closing Date of the Contract, reasonable reasons to believe that the latter will not fulfil its obligations, with compensation from the Contractor for all the damages to which SEAUTON is exposed by this fact.

This is particularly the case in bankruptcy proceedings, sequestration, liquidation of the Contractor or equivalent foreign proceedings, etc.

## **2.7. Impact of the Grounds for Exemption on the Contract**

**2.7.1.** In particular, if cases of force majeure occur after the conclusion of the Contract, they are considered to be grounds for exemption, such as:

- war, declared or not, civil war, riots and revolutions, acts of piracy, attack or terrorism, sabotage;
- natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;
- explosions, fires, destruction of machinery, factories and installations provided that such events are not attributable to the Contractor;
- act of Government.

**2.7.2.** The affected Party shall notify the other Party in writing about the existence of a grounds for exemption as soon as it becomes aware of it, and within no more than eight (8) days after its occurrence. The notification must specify the nature, the start date, the presumed end date, and its presumed impact on the performance of its obligations.

The affected Party shall make every effort to limit the impact of the grounds for exemption on the Contract.

As soon as the grounds for exemption has ended, the affected Party shall notify the other Party of the exact termination date of the exemption, its actual impact on the performance of its obligations and its justification. It shall enclose the supporting documents and, where applicable, the certificates issued by an official body.

**2.7.3.** Without prejudice to Article 3.2, any occurrence of grounds for exemption shall have the effect of suspending the performance of the obligations of the Party it affects. It is exempt from its performance obligations for a period that cannot exceed the duration of the actual delay incurred due to the grounds for exemption. The corresponding pecuniary obligations of SEAUTON shall be suspended for the duration of the suspension of the Contractor's obligations.

**2.7.4.** SEAUTON may terminate the Contract:

- if its execution has become impossible;
- if the suspension following the occurrence of grounds for exemption continues for more than one (1) month;

- if it can be reasonably considered, at the time when the grounds for exemption occurs, that it will render the performance of the Contract completely impossible or that the resulting suspension will be of a minimum duration of one (1) month.

**2.7.5.** Without prejudice to Article 3.2 and pursuant to Article 2.7., any occurrence of grounds for exemption, reported in writing within eight (8) days of such occurrence, shall suspend the terms of the Contract for a period which may not exceed the duration of the actual delay incurred as a result of the grounds for exemption.

### **2.8. Hardship**

In the event of unforeseeable events other than those referred to in Article 2.6. and without the power of the Parties to avoid them, and insofar as they have the effect of disrupting the economic basis of the Contract to the detriment of either Party, both Parties shall decide the adjustments to be made to the contract, either in a common contract or an indemnity to be paid by either party taking into account justified disbursements.

### **2.9. Bankruptcy, Liquidation, Debt Agreement**

In the event of bankruptcy, all contracts between the Parties are automatically terminated on the date of the judgement.

In the event that a Party is subject to an order for judicial settlement, would be in debt agreement or liquidation, the other Party may terminate the Contract as of right immediately, after sending a registered letter eight (8) days from the decision taken by the authority.

In such circumstances, the Contractor agrees to provide SEAUTON with all the information and support necessary for the delivery of the Goods and/or Services.

### **2.10. Modification of the company name, dissolution, merger, split**

The Contract will remain valid in the event of a change in the company name or in the event of a merger or split, if the acquiring or resulting company of the split or merger is able to fulfil the obligations of the Party concerned.

### **2.11. Disbursements and Indemnities**

In the event of suspension or termination of the Contract set out in Articles 2.6. and 2.7., no compensation, sum or reimbursement of disbursements is owed by SEAUTON to the Contractor.

## **ARTICLE 3. CONTRACTUAL DEADLINES**

### **3.1. Respect of deadlines**

The Contractor is obliged to perform the services subject of the Contract within the set deadlines. SEAUTON reserves the right to request any measure to ensure the Contractor's prompt performance of its obligations.

The deadlines shall commence from the date of entry into force of the Contract and are imperative. If not explicitly mentioned in the contract or the order, the date of entry into force of the Contract is the Closing Date of the Contract.

Unless otherwise stated, the deadline is scheduled in business days.

If the last day of a deadline falls on a public holiday, the period is extended until the end of the next business day.

### **3.2. Delay - Modification of Deadlines**

Any event likely to delay the performance of the Contract must be reported in writing within eight (8) days of it occurring, with the exception of critical or urgent situations that must be reported within twenty-four hours (24 hours).

Any delay is only permitted:

- if it corresponds to the suspension imposed by SEAUTON;
- if it is justified by grounds for exemption on the part of the Contractor specified in Article 2.7 and within the limits and conditions set out in Article 3.3;
- if it is due to a breach of obligations by SEAUTON in line with the grounds for exemption specified in Article 2.7;

- if it is the subject of a prior written contract of SEAUTON.

The Contractor cannot invoke the delays due to the rectifications and poor workmanship attributable to it as a reason for extending the contractual deadlines.

The Contractor shall take all available measures to respect the deadlines set by the Contract, which may be extended, to reduce delays and to comply with SEAUTON's instructions. Otherwise, after written notice not followed by performance within eight (8) days, SEAUTON has the right to have the Goods and/or Services concerned completed and terminated by the company of its choice, at the costs, risks and liability of the Contractor, even if it considers that the Goods and/or Services are not finalised. These measures do not suspend the application of the penalties for delay specified in Article 4.

### **3.3. Incidence of the Occurrence of a Grounds for Exemption from the Deadlines**

Without prejudice to Article 3.2 and pursuant to Article 2.7., any occurrence of a grounds for exemption, reported in writing within eight (8) days of such occurrence, shall suspend the terms of the Contract for a period which may not exceed the duration of the actual delay incurred as a result of the grounds for exemption.

### **3.4. Formal Notice**

Upon expiry of the contractual deadlines, the Contractor shall be deemed to have been given formal notice to perform and cannot rely on the absence of a formal written notice from SEAUTON for failure to comply with the deadlines specified in the Contract, unless expressly specified otherwise.

In addition to applying the penalties specified in Article 4, SEAUTON has the opportunity to request:

- the termination of the Contract on the grounds of the Contractor's exclusive fault as well as compensation for the damage actually suffered; or
- the contractual resolution with application of compensation specified in the Contract; or
- the suspension of its own payment obligations; or
- if the payment has already been made, to give notice to the Contractor to pay the contractual penalties plus compensation representing the loss actually suffered.

## **ARTICLE 4. PENALTIES**

The Contract sets the applicable penalties and their amount and calculation method, including:

- in case of termination of the Contract for serious misconduct, within the meaning of Article 2.6.2. ;
- in case of exceedance of the deadlines set in the Contract;
- in the event of breach of the confidentiality undertaking referred to in Article 16;
- in case of non-compliance with the obligations referred to in Articles 15 and 17.

Unless stated otherwise in the Contract, the amount of the daily penalty for exceeding each contractual period is 0.1% of the total value of the Contract, excluding other penalties and costs.

The different types of penalties specified in this article or covering the respect of several deadlines are cumulative and do not discharge the Contractor of its liabilities.

Without prejudice to the other rights of SEAUTON, in particular those specified in article 2.6, the application of the penalties takes place without notice and as of right and can be carried out by compensation.

## **ARTICLE 5. PRICE, INVOICING AND PAYMENT**

### **5.1. Nature of the Prices**

The prices and rates indicated in the Contract do not include value added tax. The Contract specifies whether the Contractor's remuneration is adjustable. Failing that, the remuneration is deemed not adjustable.

**5.1.1. Fixed price:** the fixed prices are deemed to include all expenses and fees resulting from the supply of the Goods and/or Services, including those resulting from the obligations imposed on the Contractor by the Contract as well as the costs of transportation.

All equipment necessary for the provision of Goods and/or Services is included in the overall price.

The price shall be deemed to take into account all the conditions of performance under the conditions of time and place of such performance and in particular:

- predictable natural phenomena;
- the normal use of the public domain or the functioning of public services;
- the simultaneous realisation of other works, tasks or services;
- the presence of other companies;
- the operation of installations or works.

**5.1.2. Real costs:** real costs are calculated at cost price, upon presentation of supporting documents, plus a percentage for overhead and profit if such percentage is defined in the Contract.

If the Contractor makes expenses which are not covered by the Contract, SEAUTON shall reimburse the Contractor for its actual expenses, if and only if the Contractor has given its prior written authorisation about these expenses.

**5.1.3. Additional or complimentary services:** any performance of the Contractor which would lead to any upper limit set in the Contract being exceeded requires SEAUTON's prior written consent. Failing this, remuneration for these services is included in the fixed price and no compensation or indemnity is due by SEAUTON. No additional or complimentary services may be invoiced within the framework of the Contract outside the price determined beforehand, except those carried out following a prior written request from SEAUTON and at the prices and conditions agreed in the Contract.

## **5.2. Invoicing Terms**

**5.2.1. General requirements:** the absence of any of the prescribed legal or contractual information (including the purchase order number) renders the invoice null and void. In this case, SEAUTON reserves the right to return the invoice to the Contractor within thirty (30) days. This referral is equivalent to contesting the invoice without any further reaction from SEAUTON being required for this purpose. Failure to comply with SEAUTON's invoicing instructions in the possession of the Contractor, renders the invoice erroneous and makes it the subject of a credit note for SEAUTON.

**5.2.2. Rebate and price reduction:** in the event of a rebate and/or a reduction in the prices contracted to SEAUTON generally and/or in the context of the Contract, this same rebate is applicable to the additional and/or complimentary services mentioned above.

## **5.3. Payment terms**

Amounts due shall be payable at thirty (30) days after the end of the month following receipt of the Contractor's invoice or written request for payment, indicating the amounts due and any documents required.

In the case of supply of Goods and/or Services carried out as part of a contract for a Public Sector Client, the amounts due are to be paid within sixty (60) days of the end of the month following the date of receipt of the invoice.

Unless otherwise stipulated, each payment shall only be made if all the contractual obligations are fulfilled by the Contractor on the date on which an invoice is submitted. No payment may be required if the payment related to a previous term has not been made due to a breach or default by the Contractor.

Payments are made exclusively by transfer and without direct debit to a bank account specified on the invoice.

In the event of a dispute, SEAUTON shall pay the amounts under discussion within thirty (30) or sixty (60) days of the end of the month following the Closing Date of the amicable settlement or the delivery of the decision definitively terminating the dispute. The Contractor waives the right to invoke the exception of non-performance in order to suspend the performance of its obligations during the dispute. The partial or total payment by SEAUTON does not constitute an acceptance of the Goods and/or Services.

## **5.4. Compensation and connectedness**

If there is a contract between the parties for claims and debts, regardless of their origin, SEAUTON reserves the exclusive right to compensate its claims with its own debts to the Contractor or to avail itself of the right of retention or the exception of non-performance, as if all the debts proceeded from a single contractual engagement.

### **5.5. Accounting**

The Contractor shall keep full and accurate accounts of all amounts to be charged to SEAUTON that have already been invoiced and that are still to be invoiced. The Contractor shall provide SEAUTON with all supporting documents to support the invoices sent to SEAUTON, upon request and within a maximum of eight (8) days.

## **ARTICLE 6. INTELLECTUAL PROPERTY**

**6.1.** If the Goods and/or Services delivered by the Contractor include performances prior to the performance of the duty, the Contractor and/or the Service Provider grants SEAUTON, on these pre-existing performances, a non-exclusive license of use for all purposes including commercial ones, covering all the intellectual property rights related to these performances.

In particular, this license covers:

- permanent or temporary right of reproduction in all forms and in any medium, online or offline, including the right to distribute physical copies of works; in particular: any print medium (including advertising or goods such as a user manual), CD-Rom, DVD, database, etc.;
- right of adaptation in all forms and for all media, including the right to translation in any language, and for any purpose whatsoever (especially with a view to integration into another work);
- the right of communication to the public by any means of communication or any technology, including the internet or any form of network communication(s), including making it publicly available so that everyone can access it from the place and at the time they choose individually;
- derivative exploitation right in the form of merchandising (in particular for the production of promotional items).

SEAUTON has the right to make use of this license itself or to grant it to any third party of its choice in whole or in part.

The license covers the whole world and the entire duration of the rights concerned (including any extensions).

The price of the services as stipulated in the appendix related to it covers all the rights transferred.

**6.2.** Any invention, drawings, plans, copyrights, software, improvements, ideas, know-how and any other intellectual right, (hereinafter "Invention(s)") that the Contractor would have realised alone or with others as part of the performance of the order entrusted to it by SEAUTON will be automatically transferred to SEAUTON free of charge, since the remuneration of the Contractor covers any indemnity in this respect. The Contractor shall immediately inform SEAUTON of any Invention in writing. SEAUTON has the right to change these Inventions as it sees fit.

The Contractor agrees to draw up any document or to carry out any formality, (including all the formalities to obtain and retain drawings, copyrights, patents or any other intellectual right) so that SEAUTON can exercise the rights which it has granted under this Article.

**6.3.** All information, in any form whatsoever, developed for SEAUTON under the Contract or constituting the direct or indirect result of the Contract, becomes the full and entire property of SEAUTON as and when it develops.

In the event that it uses the services of third parties (employees or self-employed workers) in the execution of the tasks entrusted to it, the Contractor agrees to insert a clause for the assignment of rights of a scope identical to that of this clause and it vouches for the authors' waiver of their moral rights in the employment contract or the collaboration contract (if necessary under the form of an endorsement), within the limits set out in this provision.

**6.4.** No reproduction, use or reference to them, nor any reference to SEAUTON or a company related to it, to their names, brands, logos, photos, codes, drawings or specifications may be made by the Contractor in the announcements, promotional efforts, advertisements, publications or presentations of a technical, commercial or other nature, without the prior written authorisation of SEAUTON.

**6.5.** The Contractor shall bear any adverse consequence resulting from any infringement concerning the Goods and/or Services covered in whole or in part by patents, licenses, trademarks, and industrial designs alone and at its own expense. The Contractor shall ensure that it makes an arrangement with their proprietor at its own

expense, to pay the royalties, to obtain the necessary assignments, licenses and authorisations or, in the absence of a Contract, to modify the Goods and/or Services to avoid any infringement.

In the event of action or legal proceedings being taken against SEAUTON, the Contractor agrees:

- to side with SEAUTON in the defence of its rights and interests and to keep it free from all the financial and other consequences that may result from such actions or prosecutions for SEAUTON;

- to bear all damages and interests owed to the owners of patents, licenses, trademarks, industrial designs in principal, costs and interest;

- to reimburse SEAUTON, at its first request, for all general costs of any kind, including fees for lawyers, experts and technical advice, which it has incurred as a result of or in connection with these actions or proceedings;

- if necessary, to modify the material in question without delay, by having it replaced, if required, free of charge with equivalent material that is not counterfeit. The Contractor shall be solely responsible for the costs, risks and perils, including late penalties resulting from this;

- that any transaction between the Contractor and the third party is subject to SEAUTON's prior written authorisation. The prior approval provided by SEAUTON with regard to the modifications to be made to the Goods and/or Services does not in any way modify the Contractor's obligations, particularly in the event of further proceedings for counterfeiting following the modifications made.

## **ARTICLE 7. CHANGES TO TECHNICAL CONDITIONS AND REFINEMENT**

**7.1.** During the provision of the Goods and/or Services, the Contractor shall inform SEAUTON of any technical improvements that may be made to the Goods and/or Services as soon as possible.

The Contractor justifies its opinion concerning the interest of these refinements and shall study, without costs for SEAUTON, the possibilities for adoption while taking into account the progress of the Goods and/or Services. It submits the impact of this adoption on the initial terms of the Contract to SEAUTON.

SEAUTON reserves the right to request that these improvements be applied. These modifications are the subject of a written contract between SEAUTON and the Contractor.

**7.2.** In any event, SEAUTON retains the right to impose changes to the technical conditions of the Contract. These modifications are the subject of a written contract between SEAUTON and the Contractor. The procedure specified in Article 12 shall apply in case of disagreement.

## **ARTICLE 8. DELIVERY**

### **8.1. General requirements**

Except as otherwise specified in the Contract, deliveries, packaging, labelling and transport shall be carried out in accordance with the DDP Incoterm (latest edition), including the relevant insurance.

### **8.2. Packaging**

All packing costs are borne by the Contractor.

The dimensions and weights of the packages are compatible with the means and routes of transport chosen. The Contractor is obliged to carry out the necessary checks itself in this respect and to take all the necessary measures.

SEAUTON may require the Contractor to submit to it the provisions specified for the packing of its supply and its recovery in good time. This communication does not diminish the Contractor's responsibility.

### **8.3. Labelling**

All products are labelled prior to delivery and at the Contractor's expense, in accordance with applicable legal or regulatory standards and SEAUTON's instructions. The contract or order number is specified on the packaging or purchase order.

### **8.4. Storage**

If necessary, the Contractor shall store the products on its premises at its own expense.

In the event that a shipment or delivery is delayed and at the written request of SEAUTON, the Contractor shall store its supply under its sole responsibility and cover the risks of storing in a warehouse by taking out insurance.

### **8.5. Shipping**

The Contract specifies the cases in which the Contractor requests in writing the authorisation to proceed with the shipment from SEAUTON at least eight (8) days before the scheduled dispatch date of the supply.

### **8.6. Transport**

Unless otherwise specified, all transport costs relating to the Goods shall be borne by the Contractor.

In case of dispute in this respect, all transport costs are deemed to be included in the fixed price accepted by SEAUTON.

In the event of a delay caused by the Contractor, SEAUTON may impose a specific means of transport which will be implemented at the Contractor's expense by informing it in writing within a period of eight (8) days.

In case of damage, the Contractor shall be liable for all consequences.

### **8.7. Delivery**

The Contractor shall transport and unload the provision at the delivery address provided by SEAUTON. The Contractor shall provide the necessary personnel and equipment for this purpose. The use of handling equipment belonging to SEAUTON is possible with SEAUTON's prior written authorisation.

The delivery takes place only during the days, hours and at the address communicated and, if this is not specified, during working days and hours. The Contractor supplies a delivery note to SEAUTON at the time of delivery. The signature of this note or any other document by SEAUTON upon delivery is only valid for proof of delivery and not for acceptance. Invoices for the delivery of Goods and/or Services are accompanied by a signed copy of the delivery note.

For cases involving particularly heavy or bulky supplies, the Contractor shall contact the recipient first, with at least forty-eight (48) hours' notice.

Partial deliveries are prohibited unless there is prior authorisation from SEAUTON.

Unless otherwise stipulated, if the delivery is carried out by means of a lorry, the size of which is substantial, in a location that is difficult to access, the Contractor shall be responsible for booking parking spaces at its own expense.

If, during the unpacking of the supply, SEAUTON finds damage to the supply, it has a period of thirty (30) days from the delivery date to inform the Contractor, regardless of the reference indicated on the delivery note. The Contractor shall take back the defective supply and return an equivalent supply or repair the damaged supply, all at its own expense, without prejudice to other measures specified in the Contract, including the right to claim payment of the penalties specified in Article 4 and compensation for all the resulting damage.

This article also applies to any delivery of supplies ordered by SEAUTON and received by any other person.

### **8.8. Waste Disposal**

The Contractor shall remove all waste, packaging and excess materials from the site that appear in connection with the performance of the Contract. Otherwise, SEAUTON removes waste, packaging and excess materials at the Contractor's expense.

## **ARTICLE 9. TRANSFER OF OWNERSHIP AND RISKS**

### **9.1. Transfer of Ownership**

The transfer of ownership is made from the Closing Date of the Contract or, in any event, from partial payment of the price. The Contractor agrees to position the Goods and/or Services in an individualised manner, highlighting that they have become the property of SEAUTON.

### **9.2. Risk transfer**

The transfer of risks, including those arising in particular from environmental and safety obligations, takes place at the time of delivery of the Goods and/or Services on the site chosen by SEAUTON.

## **ARTICLE 10. COMMISSIONING AND ACCEPTANCE**

### **10.1. Commissioning**

The Contractor shall proceed as soon as possible with the setting up, or, as the case may be, the tests prior to the commissioning of the Goods and/or Services in accordance with the Contract.

The commissioning or tests are carried out at the responsibility of the Contractor. However, SEAUTON reserves the right to carry out additional tests.

### **10.2. Provisional acceptance**

**10.2.1.** Terms: When SEAUTON requests it in writing, the provisional acceptance of the Goods and/or Services constructed and delivered on the site, but not put into commission by the Contractor, is imposed when:

- the construction and delivery of the Goods and/or Services are completed to SEAUTON's satisfaction and are ready for commissioning; and
- the Contractor has fulfilled the other obligations of the Contract and its appendices.

**10.2.2.** Documents to be submitted for provisional acceptance: provisional acceptance cannot be requested until all copies of the documents contractually required at provisional acceptance shall be delivered to SEAUTON by the Contractor. No later than the time of provisional acceptance, the Contractor shall provide SEAUTON with a complete file containing all the documents drawn up during the Supply of the Goods and/or Services including, but not limited to, the detail plans, technical documentation, manuals, guides, maintenance programme, plans, diagrams, certificates etc. These plans are consistent with the actual Supply of Goods and/or Services on the site and take into account any changes, even minor ones, made during manufacture, execution, assembly, testing and development.

#### **10.2.3. Provisional acceptance report**

- The provisional acceptance report is drawn up and accepted by SEAUTON in the presence of the Contractor. It is binding on the Contractor who, validly convened, is nevertheless absent;
- The provisional acceptance takes effect on the date on which the contradictory report of the provisional acceptance is signed;
- Reservations formulated during the provisional acceptance are appended to the report of the provisional acceptance. Final acceptance shall be obtained no earlier than the day on which the last reservation recorded in the report of the provisional acceptance has been withdrawn.

After acknowledging the provisional acceptance, SEAUTON returns the Contract with the amount to be invoiced to the Contractor.

No partial acceptance is possible in any case.

**10.2.4.** Postponement of provisional acceptance: the provisional acceptance is not established if the reservations are found to be unacceptable by SEAUTON and/or if the results of the inspections or tests are not satisfactory. SEAUTON and the Contractor agree on the modifications to be made to the Goods and/or Services by the latter in order to meet the requirements and specifications of the Contract.

The provisional acceptance is only pronounced after the lifting of the previous reservations and the finding of the results in compliance with the requirements and specifications of the Contract of the possible new tests and controls. The costs relating to these tests and controls are borne by the Contractor.

### **10.3. Final acceptance**

The Parties may request in writing that the final acceptance be pronounced:

- no earlier than the day on which the last reservation recorded in the report of the provisional acceptance has been withdrawn and,
- as long as the outstanding claims are finally settled.

A general examination of the Goods and/or Services and their operating conditions since the provisional acceptance shall take place within fifteen (15) days of receipt of the final acceptance application.

In cases where it is required by the Contract, the final acceptance takes effect on the date of signing without reservation by SEAUTON and the Contractor of the final acceptance report. The signing of the final acceptance report does not relieve the Contractor of its legal obligations.

No partial acceptance is possible in any case.

In cases where the receipt of the Goods and/or Services is mandatory, the final acceptance report is an essential element for invoicing. Otherwise, the invoice cannot be accepted, and no payment will be approved by SEAUTON without any compensation, interest or late payment penalty being due to the Contractor.

## **ARTICLE 11. OBLIGATIONS AND GUARANTEES OF THE CONTRACTOR**

### ***11.1. General obligations of the Contractor***

The Contractor guarantees that the performance of its obligations satisfies all the requirements of the Contract, the best practices and the standards in force.

The Goods and/or Services must be complete in all respects. In particular, they include all documents, technical datasheets, works, matters, materials, equipment, machinery, mechanisms and accessories useful for the full completion of the Contract or the performance and services guaranteed in the Contract, even if this is not explicitly mentioned in the Contract. All services that are necessary for the repair and replacement of the Goods during the guarantee period and the restoration of the site after performance of the Contract are included in the Contract. The Contractor's equipment required for the delivery of the Goods and/or Services on the site must be available at all times during the performance of the Contract.

The interventions and/or approvals of SEAUTON in no case diminish the responsibility of the Contractor before the expiration of the guarantee period.

The Contract mentions if it is a guarantee of means or result and in the absence of precision, it is a guarantee of result.

### ***11.2. Legal Obligations of the Contractor***

The Contractor guarantees that the Goods and/or Services comply with the legal standards which are in effect. In addition, the Goods and/or Services must be delivered with a certificate of compliance and precautions for use in the user's language (CE with aggregation no.).

### ***11.3. Obligations of the Contractor during the Guarantee Period***

**11.3.1.** Guarantee period: the guarantee period covers the validity period of the general guarantees and special guarantees set out in the Contract.

Unless otherwise specified, the warranty period has a minimum duration of two (2) years from the date of the transfer of risk.

**11.3.2.** Obligations of the Contractor: during the warranty period, the Contractor and SEAUTON must inform each other of any defect that may be found. The Contractor shall be required to remedy the costs and all resulting consequences and replace any part of the Goods and/or Services found to be defective, all without prejudice to other penalties applicable under the Contract.

If the supply of new equipment is acquired from third parties by SEAUTON and this material is made available to the Contractor within the framework of the Contract, the Contractor agrees to use it in a professional manner; in any case, it will have to assume its responsibility.

All the Contractor's supplies during the guarantee period must be executed as soon as possible and within a maximum of fifteen (15) days. The Contractor must, in addition and without prejudice to any other rights of SEAUTON, bear all costs incurred, as well as all measures to best meet the requirements of the operation, reducing the duration of periods of total or partial unavailability of the Goods and/or Services.

If the defect is the result of a design error, the Contractor must replace or modify all the identical parts that are part of its supply, even if they have not resulted in any incident.

### ***11.4. Extension of the guarantee period***

If, during the guarantee period, all or part of the Goods and/or Services is unavailable, the guarantee period of the whole is increased by the cumulative duration of all these unavailability periods.

If it is necessary to replace a part of the Goods and/or Services during the guarantee period, the guarantee period for the part considered is in effect only from the transfer of risk for the replacement parts. The Contractor alone bears all costs, including transport and labour provided by SEAUTON.

## **ARTICLE 12. RESOLUTION OF TECHNICAL DISPUTES**

In the event of a technical disagreement between SEAUTON and the Contractor, the dispute may be submitted to a maximum of three (3) experts (one expert for SEAUTON, one expert for the Contractor and the third appointed by the two (2) experts). If a Party fails to appoint its expert within eight (8) days of the request by the other Party, or if the experts appointed by the parties does not appoint a third (3rd) expert, the presiding judge of the Liege Company Court - Liege Division will appoint the missing expert(s) at the request of the most diligent Party.

Article 24 shall apply if an agreement is not reached on the application of this procedure.

The sole duty of the experts is to examine the disputed elements, to give a technical opinion on technical dispute, to make recommendations and proposals for solutions and, as the case may be:

- identify the changes to be made to the technical conditions of the Contract, as well as the resulting modifications, in particular regarding price, contractual deadlines and any indemnity;
- identify the improvements to be made to the Goods and/or Services subject of the Contract, as well as the resulting modifications, in particular as regards the price and the contractual deadlines;
- evaluate the damage resulting from any event referred to in Article 13.2.

SEAUTON and the Contractor are free to pass on any useful document for the resolution of the dispute to the experts, as quickly as possible. A copy of these documents is provided to any other party to the proceedings. The decision of the experts binds SEAUTON and the Contractor, as well as any other participant in the procedure who has agreed to attend. The parties expressly agree to apply the recommendations made by the experts. The costs will be shared between SEAUTON and the Contractor, at the experts' discretion.

## **ARTICLE 13. RESPONSIBILITIES AND INSURANCE**

### ***13.1. General responsibility***

**13.1.1.** The Parties shall bear the consequences arising from their faults and breaches within the framework of the Contract.

**13.1.2.** In the event of damage to a third party in the performance of the Contract, the third party addresses all claims and actions exclusively and directly to the Party that it considers to be responsible for its loss. If the cause of the damage or loss is attributable in whole or in part to the other Party, the latter party shall indemnify the first Party for all the consequences of the third party's claim in whole or in part.

### ***13.2. Particular responsibility***

In the event of damage suffered by SEAUTON or its personnel, during which the personnel, the Contractor's goods and/or its subcontractors are involved, and the original perpetrator is a third party according to the Contractor, the Contractor shall be required to repair the damage or to compensate SEAUTON and/or its staff as of the time when the cost of the damage is determined by SEAUTON. If this amount is contested, it shall be determined in accordance with the procedure referred to in Article 12.

Regarding both SEAUTON and third parties, the Contractor shall be liable for damage caused by any equipment and/or services for which the Contractor has given its guarantee.

### ***13.3. Insurance to be purchased by the Contractor***

Before entering into the Contract, the Contractor must take out the insurance policies required by law. Insurance is only required when they are likely to apply to the Contract.

### ***13.4. Miscellaneous provisions***

The Contractor must be able to provide SEAUTON with proof of issuance of the compulsory insurance coverage at any time. SEAUTON reserves the right to request further information or to refuse insurance cover on reasonable grounds. At the request of SEAUTON, the Contractor and its subcontractors request their insurers to standardise their policies with those of the other Parties.

The taking out of the insurance policies defined in the Contract by the Contractor does not relieve the Contractor of the responsibilities that it must legally or contractually assume.

The Contractor agrees to reimburse SEAUTON for any additional premiums that it pays in its own name or instead of the Contractor to guarantee coverage as a result of an act attributable to SEAUTON.

#### **ARTICLE 14. ACCESS TO THE SITE**

This Article applies to the Contractor and to all its potential subcontractors. The Contractor complies with SEAUTON's particular instructions as well as the rules regarding access, safety, well-being and environment applicable on the site. When the Contractor considers that the requirements of a particular instruction exceed the conditions of the Contract or are contrary to the proper provision of the Goods and/or Services, it must submit a written submission to SEAUTON within eight (8) days of the date of their communication.

The Contractor shall take note and strictly apply all the rules regarding access, safety, health and environment applicable on the site and impose them on its staff, its subcontractors and, in general, on any person under its responsibility, who fully respect them. The Contractor is fully liable for any violation of these regulations and bears all their consequences. The Contractor shall bear all costs relating to this access to the Site, including the waiting hours before delivery.

SEAUTON may at any time take measures against the Contractor, including prohibiting access to the site to any person under the Contractor's responsibility who it finds to be behaving in an irresponsible or dangerous way or who is caught in the act of breaching these regulations. Such prohibition in no way relieves the Contractor of its responsibility for the proper performance of the Contract.

#### **ARTICLE 15. CONTRACTOR'S PERSONNEL**

This Article applies to the Contractor and to all its potential subcontractors.

By accepting the Contract, the Contractor guarantees that its personnel are sufficiently qualified.

The Contractor shall endeavour to maintain the team established, including a number of immediate substitutes for those who are unavailable at the time when the Contract is concluded.

The Contractor only employs workers covered by a social security scheme and complies with the relevant legislation and provides proof of this upon request by SEAUTON. Failure to comply with this obligation is considered serious misconduct. In this case, SEAUTON reserves the right to terminate the Contract without notice or compensation and the Contractor shall bear all the consequences.

The Contractor and all its staff remain completely independent of SEAUTON in all situations and cannot at any time be considered as employed by SEAUTON. The Contractor retains full control over its staff and is responsible for it; it takes responsibility for any payment of salaries, over-pay, taxes or charges.

The Contractor agrees not to make any commitment offer to SEAUTON personnel for a period of twenty-four (24) months after the last day of execution of the order. Any breach of this obligation will be penalised by payment by the Contractor to SEAUTON of a lump sum compensation equivalent to twelve (12) times the gross monthly salary of the person concerned at the time of the breach.

In addition, since not meeting this obligation is considered as a serious fault, SEAUTON reserves the right to resort to the application of articles 2.6. and 4.

#### **ARTICLE 16. CONFIDENTIALITY AND DATA SECURITY**

The Contractor agrees to preserve the confidentiality of all the information transmitted by SEAUTON to the Contractor, its employees or its subcontractors (or of which these last two would have become aware of by any other way), to not disclose it to any third party, in any form whatsoever, and not to use it in any way for any purpose other than the performance of the Contract.

The Contractor shall take the necessary measures to ensure that the obligation of confidentiality is scrupulously respected by each of its employees, as well as by any person who, without being employed by the Contractor, is under its responsibility and would have to be aware of or access the confidential information, even after the end of the performance of the services and for an indefinite period.

If the signature of a confidentiality certificate is required by the Contract, the lack of a validly completed confidentiality certificate which is signed and delivered to SEAUTON may result in the suspension of the Contract, without prejudice to SEAUTON being compensated for any damages incurred by this and its right to terminate the Contract in whole or in part.

Without SEAUTON's prior written authorisation, the Contractor may not carry out any dissemination or publicity or make available to third parties any documents drawn up in collaboration with SEAUTON, or containing information originating from or belonging to SEAUTON. Documents transmitted to the Contractor by SEAUTON may not be published, copied or disclosed to third parties.

The Contractor must inform SEAUTON of anything that may suggest a breach of this confidentiality obligation without delay.

In the event of nullity, repeal or termination of the Contract, the Contractor must return or destroy any documents or confidential information relating to the Contract. At the request of SEAUTON, the Contractor shall provide a proof that the documents have been destroyed within a period of fifteen (15) days.

The fact that the Contractor has confidential information from SEAUTON does not in any way change the form of ownership and does not imply any right of ownership or intellectual property on its part.

The Contractor shall ensure the implementation of organisational, administrative, physical or technical security measures against the loss, misuse, abuse, unauthorised access, alteration or theft of data from SEAUTON and/or its Client so that the data can be retrieved at any time and in a usable form. The level of security must be at least the level required by the very nature of the data, including intrusion tests at least once a year. Unless otherwise stipulated, the costs of securing the data cannot be charged to SEAUTON.

Failure to comply with this article is considered serious misconduct and may be penalised by any means of law. SEAUTON reserves the right to claim, by established breach, a non-negotiable penalty of twelve thousand five hundred euros (€12,500), without prejudice to claim compensation for the damage actually suffered.

#### **ARTICLE 17. ENVIRONMENT**

The Contractor strictly complies with the regulations on the environment and land use planning in force.

The Contractor shall inform SEAUTON without delay as soon as an incident likely to have an impact on the environment occurs during the performance of the Contract. In any case, it will assume full responsibility.

#### **ARTICLE 18. AUDIT**

Where either the Contract specifies, or the performance of the service could reasonably justify it; or the Client of SEAUTON so requires, the Contractor acknowledges the right of SEAUTON, or persons authorised by SEAUTON, to carry out audits and/or inspect the Contractor's premises in order to verify the proper performance of the Contractor's commitments. Such audits or inspections will be conducted during office hours with a notice period of five (5) business days.

The Contractor agrees to provide the audit team or inspectors appointed by SEAUTON with access to the premises and information necessary for the proper performance of their duty.

#### **ARTICLE 19. LANGUAGES**

The language of the Contract is specified in the contract or order and is applicable to all documents. In case of contradiction and/or ambiguity, the language of the Contract is English.

#### **ARTICLE 20. ADMINISTRATIVE AUTHORISATIONS**

Without prejudice to Article 2.2.4, the Contractor shall be responsible for obtaining the prior authorisations and licenses required by the competent authorities and/or all the protected rights, including the right to perform and the right to sell rights protected by intellectual property.

At the request of SEAUTON, the Contractor shall provide all information relating to the Goods and/or Services provided and necessary for the submission of authorisation applications dealt with by SEAUTON.

The Contractor agrees to take the necessary measures to ensure the acceptance of the Goods and/or Services by the aforementioned authorities. After the Closing Date of the Contract, the Contractor shall not be entitled to claim a price supplement for the financing of these provisions or for having had to bring its services, studies, supplies or works into compliance with the requirements of the said competent authorities.

#### **ARTICLE 21. RELATIONSHIPS BETWEEN PARTIES**

Each of the Parties remains independent of the other. Neither the Contractor, nor any person or third party appointed by the Contractor to perform the Contract, is the employee, partner, agent, proxy or legal representative of SEAUTON.

Nothing in the Contract shall be construed as creating an agency relationship between the Parties, creating a joint venture or allowing one Party to represent the other vis-à-vis third parties.

#### **ARTICLE 22. WAIVER**

Any waiver and/or non-application of one or more provisions of these general conditions of purchase cannot be interpreted as constituting a waiver and/or non-application of said provisions.

#### **ARTICLE 23. DIVISIBILITY**

If one of the clauses of the Contract is declared null, this nullity does not affect the validity of the other clauses. In the event that such an invalid clause affects the very nature of the Contract, each Party shall endeavour to negotiate a valid clause to replace it immediately and in good faith.

#### **ARTICLE 24. AMENDMENT**

The SEAUTON General Terms of Purchase will be updated on the <https://seauton-international.com> website and will be applicable for all contracts and orders that came into force after the update. For existing contracts, the latest version of the SEAUTON General Terms of Purchase will remain in effect.

For open-ended contracts, the new conditions will apply as of their publication, unless otherwise agreed. By accepting new contractual commitments, the Contractor declares that it has read and agrees to the new SEAUTON General Terms of Purchase.

#### **ARTICLE 25. PROTECTION OF PERSONAL DATA**

The Contractor's personal data shall only be stored and processed for internal use, exclusive of any promotional purpose.

In accordance with the General Data Protection Regulation (GDPR), the Contractor may

- withdraw its consent to the processing of its personal data at any time without this affecting the lawfulness of the processing prior to such withdrawal;
- request SEAUTON for access to their personal data, its rectification, deletion or the limitation of its processing;
- oppose the processing of personal data concerning it and benefit from its portability;
- make a complaint with the Data Protection Authority.

SEAUTON's data protection policy is available on our website <https://seauton-international.com>

#### **ARTICLE 26. COMPETENT COURTS AND APPLICABLE LAW**

The Courts and tribunals of the judicial district of Leuven are the only ones competent in the event of a dispute concerning the conclusion, the validity, the execution or the interpretation of the Contract, without prejudice to the application of the article 12, even in the case of a guarantee claim or plurality of defendants or plaintiffs.

The applicable law is Belgian law, regardless of the place of receipt of the Goods, to the exclusion of all other laws. The provisions of the Vienna Convention of 11 April 1980 on the International Sale of Goods or any convention which replaces it are expressly rejected.