

STANDARD SERVICES PURCHASE CONDITIONS (rev.01/23)

1. PREAMBLE

The "Standard Services Purchase Conditions" contained herein shall apply unless otherwise specified in the purchase order document.

2. DEFINITIONS – ORDER PRECEDENCE

The item "Purchase Order" shall mean the purchase order document, the attachments thereto (such as the Standard Services Purchase Conditions set forth herein, the drawings, the specifications and any other document) and the amendments thereto issued by Buyer to Contractor for the purchase of Works hereinafter defined.

- The term "Works" shall mean any and all items (material, equipment, works,...) ordered under the Purchase Order and specified therein
- The term "Price" shall mean the price of the Works as specified in the Purchase Order
- In case of conflict between the documents forming the Purchase Order, Contractor shall inform Buyer of such conflict and the order of precedence in resolving such conflict shall be as follows:
 - a) the purchase order document and its addendum (if applicable)
 - b) the Standard Services Purchase Conditions
 - c) the other documents forming the Purchase Order

3. SPECIFICATIONS, DRAWINGS, TECHNICAL DOCUMENTATION AND OTHER ITEMS

- 3.1. The specifications, drawings, technical documentation, dies and other items supplied by Buyer to Contractor shall solely be used by Contractor in connection with the execution of the Works.
- 3.2. Contractor grants Buyer the full and free right to use the specifications, drawings, technical documentation and other items, which are provided by Contractor to Buyer under the Purchase Order. Buyer's approval of such specifications, drawings, technical documentation and other items shall not relieve Contractor of any of its responsibilities hereunder.

4. CHANGES TO SCOPE OF SUPPLY

Without invalidating the Purchase Order, Buyer shall have at any time the right to make changes in the Works and in the specifications, drawings, technical documentation and/or any other items, to issue additional instructions, to request Contractor to perform additional work or to omit a portion or portions of the Works and Contractor shall comply with any such request. Any adjustment in the Price, the delivery time or any other provision resulting from such change, addition or omission shall be agreed upon between Buyer and Contractor and documented in an amendment to the Purchase Order.

5. CODE APPROVALS

Where codes or regulations require approval of drawings and/or specifications or tests by official authorities, Contractor shall obtain such approvals, shall perform such tests and shall supply any and all certificates and documents that are required to cover said approvals, all at its sole expense. No delay on the part of official authorities in relation to the foregoing will be considered as a case of force majeure.

6. SUBCONTRACTING

Contractor shall be responsible for the direction and control of the work of all its subcontractors. Contractor shall in no event be relieved from its responsibility for the Works and every part thereof.

7. EXPEDITING, INSPECTION AND TESTING

- 7.1. Contractor shall give Buyer at least ten (10) working days prior written notification of readiness of the Works or any part thereof for inspection or testing in accordance with the provisions of the Purchase Order.
- 7.2. Buyer or its nominee shall at all reasonable times and at such times as requested by Buyer have access to any premises where the Works are being executed, to monitor the progress of any and all of the Works and/or to inspect and/or to test the Works at all stages.
- 7.3. If the Works or any part thereof are found to be nonconforming to the Purchase Order it shall be immediately replaced or corrected at Contractor's expense and shall be resubmitted for inspection.
- 7.4. Inspection or testing by Buyer or its nominee during execution shall neither be deemed to constitute acceptance in part or in whole of the Works or any part thereof, nor shall it relieve Contractor from any of its responsibilities under the Purchase Order.

8. PACKING AND MARKING

Contractor shall, in accordance with the requirements of carriers, adequately protect, pack and mark the Works for transportation to its final destination and/or for prolonged storage. Each package shall be numbered and labeled with Buyer's Purchase Order number, stock number and any other marks stipulated in the Purchase Order. An itemised list of the contents shall be fastened in a waterproof covering on the outside of each package. All costs for such protection, packing and marking are deemed to be included in the Price.

9. CONTRACTOR'S EXAMINATION

Contractor will be held to have examined the specifications and drawings and the site of the Works before executing this Purchase Order, and to be satisfied as to the conditions under which Contractor will be obligated to operate in performing the Works, including but not limited to aboveground obstructions, the character and nature of the Works, safety regulations and all other considerations which may affect the Works in any manner. No additional compensation shall be paid to Contractor, nor will any extension of time be granted, for any of these considerations.

10. ACCEPTANCE – DELIVERY TIME AND TERMS – CERTIFICATE OF ORIGIN

- 10.1. Acceptance of the Works or any part thereof shall occur after completion in accordance with the Purchase Order. However if the Purchase Order provides for a performance test, acceptance of the Works any part thereof will not occur until such tests have been successfully completed in accordance with Article 15.3
- 10.2. Buyer has the right to refuse completion of the Works or any part thereof if not accompanied by the documents defined in the Purchase Order.
- 10.3. If the Works or any part thereof are not completed within the time specified in the Purchase Order, or within a reasonable time for completion of such Works if no time is specified, Buyer may without prejudice to Buyer's other rights under the Purchase Order either:
 - (I) demand the immediate execution of the Purchase Order, or
 - (II) refuse to accept such Works and terminate the Purchase Order,In either case, and unless otherwise agreed, liquidated damages shall accrue at a rate of 1% of the total contract price per commenced week by which the agreed delivery date is delayed. Liquidated damages shall, however, not exceed 10 % of the total contract price. If the delay is caused by gross

negligence or willful misconduct on the part of Contractor or someone for whom he is responsible, Buyer may, instead of the liquidated damages claim compensation for the losses suffered due to the delay.

Liquidated damages do not limit Buyer's rights to charge Contractor for all costs of every character whatsoever that Buyer has incurred and/or will incur as a result of or in any way connected with Contractor's failure to meet the agreed upon delivery date(s).

- 10.4. Contractor shall supply free of charge certificates of origin of material, components and/or of the Works as specified in the Purchase Order or required by laws and regulations.
- 10.5. Any delivery term shall be interpreted according to the latest edition of the "incoterms" as published by the International Chamber of Commerce.

11. PRICE- TERMS OF PAYMENT

- 11.1. The Price is valid for completion of the Works "Delivered named point of destination, not unloaded, duties and taxes unpaid" unless any other delivery term has been expressly agreed upon in the Purchase Order.
- 11.2. Except as otherwise provided for under these terms and conditions or under the Purchase Order, the Price is firm and not subject to any escalation or adjustment of any kind.
- 11.3. The invoice(s) shall:
- be rendered separately for each delivery in case of partial deliveries
 - mention the Purchase Order number
- 11.4. Unless otherwise expressly agreed upon in the Purchase Order, the invoice(s) will be paid by Buyer within sixty (60) days after the date of receipt by Buyer of such invoice(s). In the event a cash discount is granted the invoice due date will be calculated from the date the invoice is received by Buyer.

12. TITLE AND RISK

Title shall pass to Buyer upon the delivery of the material/equipment in accordance with the Incoterms agreed upon in the Purchase Order. Risk is transferred at the time of full mechanical completion.

13. INSURANCE

Notwithstanding its liability pursuant to the Purchase Order, and without limitation of same under the present clause, Contractor shall take out and maintain in force, at its own expense throughout the term of the Purchase Order and the warranty period, the following insurance policies with reputable and financially sound insurance companies:

- a) Social Security and Accident and/or Life insurance for all workers assigned to the performance of the Works, pursuant to the applicable legal provisions;
- b) Civil Liability insurance covering any claims by Buyer or third parties relating to the fulfillment of the obligations under the Purchase Order, for damage to property or personal injuries and the resulting consequential damages. Such a Policy must include the following stipulations: 1. The maximum compensation covered shall be at least equal to Euro one (1) million per loss, which may be increased under the specific terms of the Purchase Order; 2. The policy shall likewise include Civil Liability Cover in the same amount for Accidental Environmental Pollution, Employer Civil Liability to employees of Contractor or its subcontractors and Product and Post-Work Civil liability, for those types of Works involving the supply of materials and equipment.

Notwithstanding the above, Contractor must take out, for its own account, any complementary insurance stipulated by the applicable legislation or deemed necessary by Contractor to fully cover its interests and responsibilities with regard to the Purchase Order.

Prior to the commencement of the Works, Contractor shall send Buyer a certificate of each of the insurance policies referred to in the foregoing paragraphs, except when this does not apply to the Purchase Order. Said certificates must be renewed on an annual basis prior to expiry, and Contractor undertakes to extend the scope of coverage if deemed necessary by Buyer. Failure to meet this requirement shall constitute a material cause for termination of the Purchase Order.

Buyer may require Contractor to furnish the original copies of the Policies, together with receipts or other supporting documents proving that Contractor is up to date with the payment of the corresponding insurance premiums.

In the event of an insurance claim, any shortfall in the compensation paid, whether due to the application of deductibles or for any other reason, shall be made up by Contractor.

All insurance policies taken out pursuant to the present clause shall expressly state that Buyer is exempted from any liability, and shall likewise include an express waiver of the right of recovery and subrogation rights by the insurers underwriting such policies.

Contractor, under its sole responsibility, shall require its subcontractors to take out the necessary insurance policies. This shall not exempt Contractor from liability to Buyer.

The compensation limit set out in the present clause or those set out in the policies taken out by Contractor shall under no circumstances constitute a limitation of Contractor's civil liability to third parties or to Buyer.

14. FORCE MAJEURE

Neither party shall be liable for default or delay caused by any occurrence beyond its reasonable control, but not including strikes limited to Contractor's or his subcontractor's manufacturing plant and/or workshop, shortage of labour or delay in delivery of materials to be furnished by Contractor, whether or not due to congestion at Contractor's plant or elsewhere, or due to default on the part of subcontractor. In the event Contractor should be delayed in the completion of the Works by reason of any such occurrence, the time within which the Works are to be completed shall be extended by the period of such delay but no such extension shall be made unless written notice thereof is given by Contractor to Buyer within five (5) working days after the commencement of such occurrence. No extra payment shall be made by Buyer to Contractor for any expenses over and above those provided in the Purchase Order incurred by Contractor by reason of any such delay.

15. WARRANTY

15.1. Contractor hereby warrants that the Works and the operation thereof shall be conform to the Purchase Order and that the Works and all components and parts thereof shall be of merchantable quality and free from:

- (I) defects in material and workmanship and
- (II) defects in or due to design (other than any design supplied or specified by Buyer).

If the Works, or any part thereof, fails to meet any or all of the foregoing warranties at any time prior to the Expiration Date of the warranty period, hereinafter defined, then, upon Buyer's request Contractor shall, at its sole expense, promptly and within such a time and in such a manner as to minimize production interruption and/or losses of the facility in which the Works is incorporated, either :

- (a) repair or correct said Works, component or part to the extent necessary to cause it to meet the foregoing warranties; or
- (b) re-execute Works, provide a new component(s) or part(s) which will meet the foregoing warranties and all other provisions of the Purchase Order applicable to the Works and the components and parts thereof.

As used herein the "Expiration Date" shall mean eighteen (18) months after the mechanical completion date. In any event the warranty periods shall each be extended by the time it takes, after Contractor receives Buyer's request for corrections for such Works, to complete all of the corrections required hereunder for such Works. All Works, components or parts thereof repaired, corrected or replaced under this provision shall be similarly warranted by provisions of items (a) or (b) above. If Contractor fails to comply with the provisions of items (a) or (b) above, promptly after any such request, or if the Works or any part thereof reveals defects requiring urgent repair or correction, Buyer shall have the right, after notifying Contractor of its intent to do so, to perform or cause to be performed, the work pursuant to items (a) or (b) above without prejudice to Buyer's other rights under the Purchase Order.

After such work has been carried out, Contractor shall pay Buyer the reasonable cost thereof incurred by Buyer within thirty (30) days after receipt of the invoice thereof.

- 15.2. In the event the Works are modified or changed pursuant to the provisions of Article 15.1 above, Contractor shall modify or replace spare parts delivered to Buyer at Contractor's sole expense.
- 15.3. If the Purchase Order includes a performance warranty and provides for a performance test to be conducted in order to establish that the Works meet said performance warranty, Contractor warrants that the Works shall meet the performance warranty continuously during said performance test. The aforesaid performance test shall be conducted and completed within the period specified in the Purchase Order and shall not be repeated more than twice. If the Works fail to meet said warranty, Contractor shall, at its sole expense, promptly proceed with corrective action as set forth in Article 15.1(a) or (b) above whereupon a new performance test shall be carried out. If within the specified time or after three performance tests, whichever comes first, the Works continues to fail to meet said warranty, Buyer shall have the right to cancel the Purchase Order and put the Works at Contractor's disposal at the place where it is located at that time, whereupon Contractor shall promptly remove the Works therefrom and refund to Buyer all amounts paid by Buyer under the Purchase Order.
- 15.4. In the event the Purchase Order covers more than one (1) unit, then all of the warranties mentioned under Articles 15.1, 15.2 and 15.3 above shall be separately applicable to each such unit of Works.
- 15.5. Contractor shall indemnify Buyer for all costs incurred by Buyer and/or Buyer's customer in coordinating, supervising, monitoring and expediting any corrective work to be performed by Contractor in accordance with this Article 15 or in any way connected with such corrective work.

16. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless Buyer, its employees, agents and subsidiaries, from and against all claims, liabilities, losses, damages and expenses, of every character whatsoever, for bodily injury, sickness and/or disease, including death at any time resulting from such bodily injury, sickness, and/or disease, sustained by any person (including but not limited to employees of Buyer, of Contractor or of a subcontractor), if or where such injury, sickness, disease and/or death arose out of or was in any way connected with the Works, or with the performance of or failure to perform the Works, or with the presence of such person on the premises of Buyer or the site of the Works, in connection with the Works unless such injury, sickness, disease and/or death was the result of the sole negligence of Buyer. In the event that this Purchase Order provides for the Works to be performed on property owned or controlled by any party or parties other than Buyer, then the aforesaid obligation to defend, indemnify and hold harmless shall be expanded to include such party or parties, their employees and agents. Contractor shall be responsible for, and hereby assumes all liability for, loss or destruction of, or damage to, all tools, machinery, equipment and appliances owned by Contractor, or loaned or leased to Contractor and all personal property of Contractor's employees, unless such loss, destruction or damage was the result of the sole negligence of Buyer.

17. SECRECY

As used in the Purchase Order, "Confidential information" shall mean and encompass any and all information, know-how and data, whether technical or non-technical, which is in any way, heretofore or hereafter, disclosed to Contractor by or on behalf of Buyer in the course of, as a result of, or in connection with the Purchase Order, whether or not specifically marked confidential.

Except as otherwise agreed to in writing by Buyer, Contractor shall, for a period of ten (10) years from and after the date of disclosure keep confidential, and prevent the disclosure to or use by others of, Confidential Information, except on a confidential basis to such of its employees, vendors and subcontractors who need such Confidential Information in order to enable Contractor to properly execute the Purchase Order, and who sign secrecy agreements obligating them at least to the same extent as Contractor is obligated under this provision, and Contractor shall not use, or permit to be used, Confidential Information for anyone other than Buyer.

18. PATENTS

Contractor shall protect and indemnify Buyer and Buyer's customer from and against claims, damages, judgements, expenses and loss arising from infringement or alleged infringement of any patent registered design or copyright, by any item of the Works (or any part thereof) and/or arising from the use by Buyer or Buyer's customer of the Works, and Contractor shall defend and settle at its sole expense any suit or proceeding brought against Buyer or Buyer's customer for such infringement, provided that Contractor is notified promptly in writing of the commencement of such suit or proceeding and provided further that Buyer shall not settle or compromise any such suit or proceeding without the prior written consent of Contractor. The provisions of this paragraph, however, shall not apply to infringement caused by specifications furnished by Buyer.

19. TERMINATION FOR CONVENIENCE

Buyer may at any time terminate the Purchase Order in whole or in part, whether or not Contractor is in default, by giving written notice to Contractor and Buyer and Contractor shall negotiate an equitable amount to be paid by Buyer to Contractor to compensate Contractor for the demonstrable actual costs incurred by Contractor as a result of Buyer's termination of this provision.

20. TERMINATION FOR DEFAULT

20.1. In the event that Contractor should be or become financially insolvent, should make a general assignment for the benefit of creditors, should have any proceeding brought seeking the appointment of a receiver or similar officer of the court with respect to Contractor's business, should disregard laws, ordinances, governmental rules or regulations or instructions from Buyer which are consistent with the Purchase Order as evidenced by written notices from Buyer to Contractor, or should fail to perform or fulfill, at the time and/or in the manner herein provided, any obligation or condition required to be performed or fulfilled by Contractor hereunder, including failure to supply the quality desired and failure to keep the specified delivery time, and such failure is not excused under the FORCE MAJEURE provision or is not remedied within fifteen (15) days after Contractor's receipt of written notice from Buyer specifying such failure, Buyer shall have the right to terminate de jure and without summons or prior notice to Contractor the Purchase Order in whole or in part, with immediate effect by written notification given at any time after such events.

20.2. In the event that Buyer has reason to believe that Contractor will not be able to perform or fulfill, at the time and/or in the manner herein provided, any obligation or condition required to be performed or fulfilled by Contractor hereunder, including failure to supply the quality desired and failure to keep the specified delivery time and such failure is not excused under the FORCE MAJEURE provision, and Buyer's opinion is confirmed in writing by an independent third party to be appointed by Buyer at its sole option and at its cost and expense, then Buyer shall have the right to terminate de jure and without summons or prior notice to Contractor the Purchase Order in whole or in part, with immediate effect, by written notification given at any time after such event.

In the event the independent third party confirms in writing to Buyer and Contractor within five (5) working days as from the date of Buyer's notice of termination referred to above that, based on the actual implementation by Contractor of a corrective action plan, Contractor shall be able to meet all its obligations in the manner and within the time as required under the Purchase Order, then Buyer's notice of termination under this Article 20.2 shall remain without effect.

20.3. In the event of Buyer's termination under this provision, Contractor will not be entitled to receive from Buyer any payment and Contractor shall refund to Buyer all amounts previously paid by Buyer to Contractor under the Purchase Order. Contractor shall furthermore indemnify Buyer against all claims, liabilities, losses, damages, and expenses of every character whatsoever incurred by Buyer as a result of Contractor's default.

21. ASSIGNMENT

Neither party hereto may, without prior written consent of the other assign or otherwise transfer to a third party the benefits or obligations resulting from the Purchase Order or in connection therewith, in whole or in part. Buyer has however the right to assign the Purchase Order to affiliated companies. The Purchase Order shall be binding and shall inure to the benefit of the legal successors of either party hereto.

22. REMEDIES

The rights and remedies of Buyer (including penalties payable by Contractor) set forth in the Purchase Order are in addition to and shall not be exclusive of or prejudicial to any other rights or remedies of Buyer at law on the account of Contractor's failure to perform its obligations under the Purchase Order.

23. LIENS

Contractor hereby waives and shall defend, indemnify and save harmless Buyer and any party having an interest in site where a portion of the Works is to be performed from labourers', mechanics' and material men's liens and all other liens and charges upon the Works or upon moneys owned hereunder and/or upon the site of the Works, arising out of work performed and/or materials or equipment furnished by Contractor or by a vendor or subcontractor hereunder.

24. LIMITATION OF LIABILITY

In no event shall Buyer be liable for any indirect, incidental, special or consequential damages of any kind, whether arising in contract or tort, including negligence and strict liability, or other legal theory, including but not limited to loss of profits or revenues, loss of use, or increased cost of doing business.

25. ANTI-CORRUPTION CLAUSE

The parties hereby agree, for as long as they are bound by the present Standard Services Purchase Conditions, to refrain from offering, paying or handing over, directly or through an intermediary, any pecuniary amount, gift or present whatsoever to (i) public officials with a view to influencing their actions or decisions or inducing them to use their influence before the administration to obtain advantages for the other party; or (ii) political parties or candidates to public office for the same purpose.

Contractor shall indemnify and hold harmless Buyer from any claims, losses, damages, expenses and obligations, including lawyers' and court agents' fees, resulting from any breach of the obligations undertaken by Contractor under this clause, in Belgium and in all other jurisdictions where such losses were caused. Furthermore, in the event of an infringement by Contractor of this clause, Buyer shall be entitled to terminate the present Purchase Order without incurring in any liability.

26. GDPR

(the General Data Protection Regulation of 27/4/2016 (2016/679) on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, hereinafter GDPR). Parties agree that it might be necessary to transfer, store, process and use personal data (any information relating to an identified or identifiable natural person (the Data Subject)) in order to perform all the obligations under the Agreement. Both Parties consent to such transfer, storage, processing and use of personal data in as far as required for this Agreement and to the extent that this is performed in full compliance with the applicable GDPR and/or local privacy legislation and/or regulation. Both Parties shall ensure that they have the required authorizations from the concerned Data Subjects for such transfer of personal data to the other Party for the envisaged use or processing. The other Party will assist each other in ensuring the rights of the data subjects as foreseen in the GDPR. The personal data will in no event be retained longer than is required for the performance of the Agreement or by law. Parties shall take the required technical and organizational measures to ensure that the personal data are secure and confidential while retained.

The personal data may only be transferred to affiliated companies and/or third parties without additional consent of the other Party in as far as this is essential for the purpose of performance of the contractual obligations and in as far as these third parties are located within the European Economic Zone and guarantee and warrant that they have taken all required technical and organizational precautions to receive, process, store and use such personal data in full compliance with the GDPR requirements. In case of any infringement or threatened infringement regarding the personal data, the Parties shall immediately inform each other and the competent Data Protection Authority. Contractor shall indemnify and hold harmless Buyer for any claims, costs, charges, damages, expenses or losses and all other consequences of any breach on the part of the Contractor of the applicable European and/or local legislation on the protection of personal data in the context of this contract

27. COMPLIANCE WITH LAWS AND GOVERNMENT CONTRACTING REGULATIONS

Contractor shall comply with all laws, ordinances, permits and governmental rules and regulations applicable to Contractor and the goods and services provided by the Contractor including Environmental, Health and Safety and Labour laws. Besides, the Contractor undertakes to comply with the exportation rules and laws that may affect the Works in accordance with the United States, the United Kingdom, the European Union and Belgian local laws. Contractor shall comply and shall indemnify and hold harmless Buyer from and against all damages or penalties arising out of Contractor's failure to comply with all laws, ordinances, and government rules, regulations and orders applicable to this Purchase Order.

In addition, Contractor represents that it is fully acquainted with the Code of Conduct of the Nippon Gases Group companies and their commitment to transparency in trading operations and strict observance of the currently effective legislation. Likewise, Contractor accepts to comply with the Human Rights Policy of the Nippon Gases Group, of which it declares to be aware. Both documents can be found at <https://nippongases.com/be-en/nippon-gases/compliance>. Contractor, upon accepting the Purchase Order, takes on such commitments as its own and makes itself answerable to Buyer and to the latter's customers for any failure by the former's employees and/or subcontractors to meet such commitments.

28. HARDSHIP

In case the conditions mentioned in article 5.74 BW (Imprevision/hardship) are fulfilled, Parties explicitly exclude the right to amend and adjust the contractual terms, including any change of the agreed prices.

29. GOVERNING LAW

The Purchase Order shall be governed by and construed in accordance with the laws of Belgium. All disputes arising out of or in connection with the Purchase Order shall in first instance be settled by the courts of Antwerp. The application of the Uniform Law on the International Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods is excluded.