SPANTECH GROUP
GENERAL TERMS AND CONDITIONS FOR SUBCONTRACTORS AND SUPPLIERS

1. OVERVIEW

The development, construction, installation, transport delivery and assembly (the "**Service(s)**") of all or part(s) of any products or goods, tents or other objects whatsoever (the "**Product(s)**"), by a subcontractor (the "**Subcontractor**") or the purchase of any Products from any supplier (the "**Supplier**") to the benefit of Spantech International, a public limited company organised under Belgian laws, whose registered office is located at 1400 Nivelles, avenue Robert Schuman 112, registered with the Brabant Walloon register of legal entities under number 0849.280.728, or one of its subsidiaries (e.g., Viewbox International SA/NV (Belgium), Spantech SAS (France), Spantech GmbH (Germany), Spantech Far East Ltd (Dubai), Spantech Inc. (USA)) (each being referred to hereinunder as "**Spantech**"), are governed by the present general terms and conditions (the "**General Terms and Conditions**").

Spantech and the Subcontractor or the Supplier are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

The General Terms and Conditions are the only applicable terms and conditions and shall apply together with the Specific Conditions (see below). Any terms and conditions of the Subcontractor or the Supplier are expressly excluded.

2. SPECIFIC CONDITIONS

Before the start of the mission (the "**Mission**"), the Subcontractor/Supplier shall accept these General Terms and Conditions and the Parties shall agree in writing on the following (the "**Specific Conditions**"):

(i) the description of the Services or Products concerned, including, where appropriate, the technical standards and regulations and the Subcontractor/Supplier level of autonomy and responsibility,

(ii) the price to be paid by Spantech for the Mission, said price including all works and necessary materials (the "**Price**"),

(iii) a payment scheme insofar it deviates from the conditions outlined in the General Terms and Conditions,

(iv) the execution milestone(s)/deadline(s) and delivery terms and methods,

(v) any other condition to be specified between Parties.

The agreement between the Parties shall be entered into pursuant to the terms of the Specific Conditions and of the General Terms and Conditions upon their acceptation by the Parties.

3. COMMITMENTS

The Subcontractor/Supplier undertakes to carry out the Mission in a professional and competent manner, in accordance with all applicable laws and regulations and with the high standards of safety, performance and quality that a client may expect in the performance of the Mission, and to perform the Mission within the execution deadline(s) provided for in the Specific Conditions, to the best of its ability, fairly and in good faith, and with due regard for the interests, business and reputation of Spantech and the clients.

The Subcontractor/Supplier shall keep Spantech regularly informed of the progress in the planning and organisation of the Mission, especially on any Mission performed without Spantech representatives being present on site, and shall expressly and immediately notify Spantech of any problems or any difficulties that may arise during performance of the Mission that could have an impact on the fixed deadline, that could give rise to any loss or claim or may result in any adverse publicity for Spantech.

The Subcontractor/Supplier shall provide any agent of inspection bodies with all the information necessary and that the latter may require to verify the performance of a Mission and, in general, shall collaborate with any agent of inspection bodies.

4. PRICE

If not specified otherwise in the Specific Conditions, the Price includes VAT and any applicable taxes and the cost of all personnel working on the Mission (if applicable), materials, transport, shipping, delivery charges, packaging costs, civil engineering blocks, assembly costs or any other cost necessary to perform and fulfil the entire Mission. The same shall apply for any applicable fixed rates, if any (such as hourly fixed rates).

Unless otherwise agreed between the Parties in the Specific Conditions, the Subcontractor/Supplier expressly acknowledges that the Price is a lump sum including all the services necessary for the perfect execution of the Mission. The Price therefore includes all incidental expenses and all elements, even if not described in the Specific Conditions, which constitute a foreseeable and necessary, or even simply useful, complement to the perfect execution and completion of the Mission.

The Subcontractor/Supplier shall not be entitled to any adjustment of the agreed Price or to any additional costs, except if Spantech expressly agreed in writing prior to the engagement of such costs. Such adjustment may only be considered if:

- Spantech requests a change to the scope of the Products and/or Services; or

● Spantech causes a delay or an additional cost by its own act or omission, in a way that was not foreseeable by a prudent subcontractor/supplier and that was not part of the Specific Conditions.
Any claim for adjustment must be submitted in writing with all supporting documentation and shall be subject to Spantech's prior written approval. This right constitutes the Subcontractor/Supplier's exclusive remedy for any additional cost or expense.

Any taxes generally due as a result of the agreement of the contractual relationship between Spantech and the Subcontractor or the Supplier, as well as all costs and fines arising from the Subcontractor's/Supplier's failure to comply with one or several of its contractual or extra-contractual obligations, shall be borne by the Subcontractor/Supplier.

5. PAYMENT TERMS

Unless stated otherwise in the Specific Conditions, the Supplier/Subcontractor's invoice shall only be issued at the finalisation of the Mission for the Price, within ten (10) business days as from the full completion of the Mission and acceptation thereof by Spantech. The invoice is payable in euros and at Spantech registered office. Any invoice must mention at least:

● the name and email address of a Supplier/Subcontractor's representative that can be reached as a contact person (e.g. for questions or remarks on the invoice) and the name of the contact person within Spantech;
● the name and reference of the agreement between Spantech and the Subcontractor;
● the PO-number and project code provided by Spantech;
● the full details of the Products or Services delivered and invoiced, including documentation reflecting the amount of days/hours performed if relevant;
● the invoice date and the invoice due date (which shall at least be 30 days after the invoice date);
● any other mention that should legally be included for an invoice to be valid.

Any invoice that does not comply with the requirements specified in this Article shall not be paid by Spantech, shall suspend the start of any due term, and shall consequently in no way give rise to claims for late payment interests or indemnity.

Any amount not paid within the contractually agreed time limits will bear interest at the legal interest rate applicable for commercial transactions, until full payment of such unpaid amount. Such interest shall only accrue after the concerned Party has issued a notice of default in writing by registered letter, which remains unanswered for a period of fifteen (15) business days.

6. COORDINATION AND INDEPENDENCE

The Subcontractor/Supplier shall comply with Spantech's orders and instructions in the execution of the Mission, in particular in terms of coordination between several subcontractors on a Mission or in terms of quality and rules of art of the Mission. The Subcontractor/Supplier remains however independent and no relationship of subordination between Spantech and the Subcontractor/Supplier shall exist.

Nevertheless, in order to enable the proper execution of the Mission, the Subcontractor/Supplier authorises Spantech to give the following instructions to the Subcontractor/Supplier, its employees, representatives, subcontractors, organs or agents (in accordance with Article 31 §1, 3rd indent of the Belgian law on temporary work, temporary agency work and provision of workers to users or any equivalent local legislation):
- to issue and manage the schedule and location of the Missions, as well as the operationality of these Missions;
- to give all explanations necessary for the proper execution of the Missions prior to their completion (details of the specific tasks to be carried out for the completion of the Missions and the manner in which they are to be carried out and instructions for the installation of specific material).
These instructions do not in any way affect the Subcontractor/Supplier's employer's authority on its personnel.

The Subcontractor/Supplier shall neither have the right nor the authority to enter into express or implied commitments on behalf of or on the account of Spantech and shall not have any authorisation to represent Spantech in any manner whatsoever, unless Spantech has given express written authorisation to do so.

7. PERSONNEL

The Subcontractor shall be responsible to appoint, supervise and control its employees, representatives, subcontractors, organs or agents ("**Subcontractor's personnel**").

The Subcontractor shall assign a sufficient number of reliable and competent persons with appropriate qualifications, skills and experience to carry out the Mission.

A member of Subcontractor's personnel is not considered, as far as the Mission is concerned, qualified if he or she does not have more than one year's professional experience on similar projects. If an unqualified member of staff is assigned by the Subcontractor to carry out the Mission, the Subcontractor has the obligation to inform Spantech which will have the option of (i) refusing to allow the staff member to work on the Mission or (ii) reduce the hourly rate specified for the work of a qualified staff member.

Subcontractor's personnel must also be in the possession of driving licences for the machinery used by the Subcontractor (such as forklift licence, crane operator licence, etc.) for the Mission. The Subcontractor is responsible for providing its personnel

with the tools and security material necessary to carry out the Mission.

If Spantech considers that any member of Subcontractor's personnel does not have the appropriate qualifications, skills and experience for the proper execution of the Mission or if these persons do not comply with the obligations provided for in the Specific Conditions or these General Terms and Conditions, Spantech shall inform the Subcontractor who will immediately remove said persons from the execution of the Mission and replace them immediately and at the latest within three (3) business days of the notification sent by Spantech.

8. SOCIAL OBLIGATION AND ATTENDANCE REGISTRATION

The Subcontractor shall comply with all legal and regulatory provisions, collective agreements and contractual provisions in respect of its personnel, with regard to safety and well-being at work, working conditions, tax and social security obligations, including the payment of wages, additional wages and any indemnities, working hours, travel, accommodation, insurance and transportation.

In the event of non-payment of the Subcontractor's social security contributions, Spantech shall, if applicable, retain on the Subcontractor's invoice the amounts for which it would be jointly and severally liable under any applicable local legislation (such as Article 30 bis of the Belgian law of 27 June 1969 revising the Legislative Decree of 28 December 1944 on social security for workers or any legislation replacing it) and only pay said amounts upon proof by the Subcontractor that it is in order of payment of its social security contributions.

The Subcontractor has the obligation to verify that it has been declared on the single declaration of worksite or any local equivalent documentation and to comply with any legal obligation in relation to its presence on the worksite/premises where the Mission is performed. Only Subcontractor's personnel who are in possession of the identification or social documents required by law, regulation, or compulsory collective bargaining agreements, are authorized to work on a Mission.

If the Mission is subject to attendance registration during the performance of their work, the Subcontractor shall ensure that each person is registered before entering the premises/worksite where the Mission is performed. It also ensures that the necessary data concerning its company are effectively and correctly registered and transmitted to the national social security office database or any local equivalent.

The Subcontractor is solely responsible to the exclusion of Spantech, for ensuring that any legal registration that could apply for the execution of the Mission is carried out.

In the event of non-compliance by the Subcontractor with one or more of the provisions mentioned in this Article, the Subcontractor shall compensate Spantech for all costs and damages that may result from such non-compliance and shall hold Spantech harmless of any fine or sanction and/or reimburse any sum paid in this context by Spantech as the case may be.

9. SAFETY ON THE CONSTRUCTION SITE AND STANDARDS OF WORK

The Subcontractor shall take all necessary safety measures to preserve safety on the site, in general, and shall take measures to ensure the safety and health of persons involved in the performance of the Mission. In this respect, the Subcontractor shall take all appropriate preventive measures, in accordance with any legal provisions on the welfare of workers during the performance of their work.

In this respect, the Subcontractor shall take into account the specific features of the site where the Mission is carried out and ensure that its personnel has received the appropriate training and instructions.

The Subcontractor agrees that all works provided for the Mission shall be of the highest quality of workmanship.

10. WARRANTY

The Supplier/Subcontractor warrants that the Products supplied will be new, free from any defects (whether hidden or visible) in material and workmanship and fit for the purpose for which they are bought by Spantech and shall exactly correspond to the Specific Conditions.

This warranty statement benefits are in addition to, and not instead of, any rights provided by applicable law and it does not exclude, limit or suspend Spantech's or the final client's rights arising in any way whatsoever.

The warranty period starts on the date on which the ownership of the Products is transferred to Spantech. The Subcontractor/Supplier expressly agrees that the warranty is transferable to Spantech's end clients, without prior notification.

Spantech and its end client(s) shall benefit from a two (2) year minimum warranty on any Product, or, should the commercial warranty period generally offered by the Subcontractor/Supplier for said Product be longer, any such longer period, during which the Subcontractor/Supplier undertakes to replace or repair any Product having a defect or not functioning properly at no charge (including transport, labour and parts) using new parts or parts that are equivalent to new in performance and reliability, without prejudice to Spantech's right to prove the extent of the actual loss and to claim compensation thereof.

Upon receiving the Product(s) and after inspection, Spantech shall issue a written notification to the Supplier accepting or rejecting the Product(s). If any part of the Product(s) is inadequate, unsatisfactory or not as per the specifications, Spantech shall be entitled to refuse acceptance of the delivered Product(s) or part thereof.

Should Spantech discover hidden defects after acceptance of the Product(s), that would render the Product(s) unfit for the use for which it is intended, or that so diminish this use that Spantech would not have acquired it or would only have paid a lower price for it if it had known about them, Spantech shall inform the Supplier and shall have the right to request either a full refund of the Price or a repair of the Product at no charge (including transport, labour and parts) using new parts or parts that are equivalent to new in performance and reliability, or to exchange the Product with a new equivalent product, without prejudice to Spantech's right to prove the extent of the actual loss and to claim compensation thereof.

Given the high quality and precision expected from the Subcontractor/Supplier for the Products, Spantech has the right to refuse the Products delivered by the Subcontractor/Supplier in case of deviation of more than 1 millimeter between the Products and the corresponding production drawings, or between the Products and what was agreed between the Parties in the Specific Conditions.

The Subcontractor/Supplier shall comply as soon as possible and within ten (10) business days of Spantech's request, or if a defect requires remediation to commence urgently, a date may be fixed by (or on behalf of) Spantech on or by which the defect is to be remedied, with reasonable notice given to the Subcontractor/Supplier having due regard to the urgency. If the Subcontractor/Supplier fails to remedy the defect within said period, Spantech may (at its discretion):
● carry out the work itself or by others, in a reasonable manner and at the Subcontractor/Supplier's costs, which shall be borne by the Subcontractor/Supplier;
● determine a reasonable reduction in the agreed Price; or
● terminate the agreement or the concerned Mission as a whole.

Without prejudice to any other rights under these General Terms and Conditions or under applicable law, Spantech shall then be entitled to recover all sums paid for the Products, the Services or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the site and returning salvageable Products to Spantech. Such entitlement shall not prejudice or affect any other right of Spantech under applicable laws or the Parties' agreement(s).

11. TRANSFER OF OWNERSHIP AND RISKS

The Products and Services shall always be at the risks of the Subcontractor/Supplier during transportation and execution and shall only be transferred to Spantech once the Products and Services have been fully delivered and accepted by Spantech in writing as per this Article.

The Products and Services shall be considered taken over by Spantech when they have been completed in accordance with these General Terms and Conditions and the Specific Conditions, subject to minor outstanding work or defects that do not substantially affect their intended use, and when a handover certificate has been issued by Spantech or is deemed issued (if Spantech fails to respond within twenty (20) business days of the Subcontractor/Supplier's notification).

The Subcontractor/Supplier may apply for a handover certificate no earlier than ten (10) business days before, in its opinion, the Products and Services will be completed and ready for use. Spantech shall, within twenty (20) business days of receiving the application, either notify the Subcontractor/Supplier of the date of inspection for the delivery of a handover certificate or reject the application specifying the work still required prior to issuance of said certificate. If Spantech does not issue or reject the application within said period and the Products and Services are provided in accordance with these General Terms and Conditions and the Specific Conditions, the handover certificate shall be deemed issued on the last day of that period.

The ownership of the Products is transferred to Spantech upon issuance (or deemed issuance) of the handover certificate, along with the associated risks, subject to any minor outstanding work or defects, which shall remain under the Subcontractor/Supplier's responsibility until Spantech confirms in writing that they have been fully resolved.

12. SUSPENSION

Spantech may at any time instruct the Subcontractor/Supplier to suspend progress of part or all of the Services forthwith and the Subcontractor/Supplier shall, unless otherwise instructed:
● take all reasonable measures to minimise the costs and losses in connection with such suspension, including placing no further orders and entering into no other subcontracts with respect to such suspended Services;
● promptly make every reasonable effort to obtain suspension, on terms satisfactory to Spantech, of all outstanding orders;
● protect, store and secure all Products and resources against any deterioration, loss or damage and comply with instructions regarding demobilisation and remobilisation.

If and to the extent the cause for the suspension is the responsibility of the Subcontractor/Supplier, the Subcontractor/Supplier shall not be entitled to any extension of deadlines or to any additional costs arising from the suspension.

If the Subcontractor/Supplier suffers delay and/or incurs costs from complying with Spantech's instructions under this article or from resuming the Services, where such suspension is not caused by the Subcontractor/Supplier, the Subcontractor/Supplier shall be entitled to claim an extension of the relevant execution deadline and payment of such costs, upon

prior demonstration of the need of said costs and approval thereof by Spantech.

If a suspension under this article has continued for more than three (3) months, the Subcontractor/Supplier may request Spantech's instruction to recommence the Services. If Spantech does not give an instruction to recommence the Services within one (1) month after being requested to do so:
● if the suspension affects part but not the whole of the Services, Spantech may decide to permanently remove the affected part from the scope of the Services, and the Price shall be adjusted accordingly;
● if the suspension affects the whole of the Services, and such suspension was not caused or contributed to by the Subcontractor/Supplier, the Subcontractor/Supplier may terminate the agreement immediately subject to a prior written notice.

If Spantech issues an instruction to recommence the Services following a suspension, the Subcontractor/Supplier shall proceed to recommence and make good any deterioration or defect in or loss of any design documents, resources and/or Products which has occurred during the suspension.

13. INSURANCE

The Subcontractor/Supplier shall subscribe to all necessary insurance policies with a recognised insurance company to insure its pre-contractual, contractual, and extra-contractual liabilities in relation to (its performance of) the Mission, including for its personnel, which will be on terms that are customary in the relevant insurance market, and shall maintain those during the entire agreement term. The Subcontractor/Supplier shall ensure that the sums insured will be sufficient to cover the consequences of its potential liabilities in relation to the Mission.

In particular, the Subcontractor/Supplier shall take out: (i) civil liability insurance to cover any damage that its activities may cause to Spantech, any property of Spantech or any clients of Spantech (personal injury and material damage); (ii) workmen's compensation insurance for its workers; and (iii) any other insurance customary for its business activities or as reasonably requested by Spantech for a specific Mission.

At Spantech's first request, an insurance certificate shall be submitted to Spantech by the Subcontractor/Supplier stating the object of the insurance, the period of validity, the insured sum(s) and, if relevant, the exemption(s). Spantech may also request the Subcontractor/Supplier to add Spantech as a co-insured party on any insurance policy referred to in these General Terms and Conditions.

The Subcontractor/Supplier shall not cancel or materially alter any required insurance without Spantech's prior written approval and shall ensure that its insurers provide Spantech with at least thirty (30) days' prior written notice of any material change, cancellation, or non-renewal.

If the Subcontractor/Supplier fails to maintain the required insurance policies, Spantech may procure such insurance policies and recover the costs thereof from the Subcontractor/Supplier as a debt due and payable immediately.

14. LIABILITY

Each Party is responsible for any losses, costs, liabilities, damages and expenses (including, without limitation, reasonable attorneys' or experts' fees) resulting from a breach of any representation, warranty and/or obligation, or from any breach of the General Terms and Conditions or the Specific Conditions, including any claim of a client or third party relating thereto, by said Party, its representatives, subcontractors or personnel.

Spantech shall in no event be liable to the Subcontractor/Supplier, to a client or to any third party for any indirect, consequential, special, or incidental damages, loss, corruption or damages, loss of profits or loss of business for any matter related to the Mission, the Product(s), the Service(s) or any other products or services provided, even if Spantech was advised of the possibility of such damages or if such possibility was reasonably foreseeable.

Any fault or circumstance which could give rise to contractual liability on the part of a Party shall only give rise to this form of liability, to the exclusion, to the maximum extent permitted by law, of any extra-contractual liability or liability of any other nature. Any fault or circumstance relating to a Party's auxiliary (for example, an employee, agent or director) which could give rise to contractual liability on the part of that Party may give rise only to said contractual liability on the part of that Party, to the exclusion, to the fullest extent permitted by law, of any extra-contractual liability on the part of the auxiliary concerned. This limitation shall not apply to subcontractors of the Subcontractor/Supplier.

Any limitations of liability that might be provided by these General Terms and Conditions or otherwise, shall in no event apply to (i) death or personal injury; (ii) fraud or fraudulent misrepresentation; (iii) intentional misconduct or gross negligence; (iv) any claim from a third party; or (v) any other act, omission or liability which may not be limited or excluded by law.

Spantech may withhold any compensation and damages due by the Subcontractor/Supplier from the amounts due by Spantech to the Subcontractor/Supplier.

Furthermore, if the Subcontractor/Supplier fails to properly execute the Mission or the Parties' agreement, Spantech shall be entitled to employ and pay other persons to carry out said execution, in which case the Subcontractor/Supplier shall pay to Spantech all costs arising from this failure.

15. DELAY LIQUIDATED DAMAGES

Furthermore, if the execution deadlines agreed upon are not respected and the Mission (or part thereof as the case may be) is not fully completed within relevant execution deadline provided in the Specific Conditions, the Subcontractor/Supplier shall be obliged, without prior notice of default, to compensate Spantech for said delay. Unless provided otherwise between the Parties, the amount of the compensation is fixed at a flat rate of 0.3% of the Price per day of delay, with a maximum of 15% of the Price. These damages become due as from the first day of delay and must be paid by the Subcontractor/Supplier immediately without prior notice from Spantech.

Should Spantech be liable for delay liquidated damages to the end client (partially) due to the Subcontractor/Supplier's breach of the agreement or of the Specific Conditions, these delay liquidated damages (or the part thereof attributable to the Subcontractor/Supplier's failure) must also be paid in full by the Subcontractor/Supplier, immediately without prior notice from Spantech.

The Parties agree that these damages are reasonable and represent a fair estimate of potential losses for Spantech. The payment of said compensation is without prejudice to Spantech's right to prove the extent of the actual loss and to claim compensation thereof through any available legal, contractual and judicial means whatsoever. In addition to the compensation provided for above, Spantech may charge the Subcontractor/Supplier for any fines and damages imposed by the client for exceeding the deadline for which the Subcontractor/Supplier is responsible.

16. DURATION – TERMINATION

The agreement between the Parties is entered into for a duration covering the full completion of the Mission as described in the Specific Conditions and any specific applicable guarantee. It cannot be unilaterally terminated except in the cases provided for in this Article.

Each Party may decide to terminate the agreement, at all times, with immediate effect, without prior notice or indemnification, if the other Party is declared bankrupt, is dissolved, or goes or is put into liquidation or if a receiver is appointed over any part of such other Party’s business or if any event occurs which under the laws of any jurisdiction has a similar or analogous effect to any of the above events.

Spantech may furthermore terminate the agreement or suspend its obligations, at all times, with immediate effect, without prior notice, in the event of (i) a serious breach by the Subcontractor/Supplier of one of its contractual obligations, including any material delay for any execution deadlines or (ii) if the Subcontractor/Supplier does not fulfil or no longer fulfils the requirements for access to or recognition and/or registration in the profession to supply the Products and/or Services, or is in breach of tax or labour regulations in relation to its personnel or (iii) if the client for whom the Mission is performed terminates its agreement with Spantech for any reason whatsoever or (iv) upon one (1) month prior written notice.

Any early termination shall be without retroactive effect and without prejudice to the payment of already provided Services or Products and without prejudice to Spantech’s right to claim compensation for suffered damages. In the event of termination following material breach by the Subcontractor/Supplier, Spantech shall pay the already accepted and delivered Services or Products. In the event of a termination by Spantech upon one (1) month's prior written notice or due to the client's termination, Spantech shall also pay for Products not yet delivered but already specifically produced for the Mission, provided that said Products shall then be transported by the Subcontractor/Supplier to the site at its costs and under its responsibility. The ownership of all Products on site or referred to in this Article and any documentation related thereto shall pass automatically to Spantech.

In case of termination of the agreement due to the Subcontractor/Supplier's failure to execute, Spantech may itself execute the remaining part of the Mission and/or arrange for any third party to do so. Spantech and any third party intervening may then use any Resources, plans and design documents made by or on behalf of the Subcontractor/Supplier. All costs incurred by Spantech in completing the Products and/or Services must be reimbursed by the Subcontractor/Supplier.

Termination of this agreement will not affect any provision of this agreement which is expressly or by implication intended to come into force or continue on or after the termination (notably Articles 14 to 18 and 21 to 28).

In accordance with the provisions described in this Article, the Party wishing to terminate the agreement on the basis of this provision must notify the other Party of such termination in writing.

17. CONFIDENTIALITY

In this Article, “Confidential Information” means (a) any and all information (whether marked confidential or not), business plans, customer bases, data, reports, intellectual property, know-how, processes and trade secrets in any form and medium (which may include, without limitation, information in written, electronic, oral or visual form, written or oral communication, photographs, films and other recordings or any copies thereof) and whether before or after the date of the agreement of the Parties on a Mission, provided by or on behalf of Spantech to the Subcontractor/Supplier, (b) any information of whatsoever nature to the extent it is derived from or is based upon or contains or reflects the information referred to under (a), including, without limitation, all analyses, forecasts, compilations, notes, computer records, memoranda, planning, techniques, processes or any other material or documents prepared by Spantech or its representatives.

The Subcontractor/Supplier undertakes that it shall not at any time during the term of its contractual relationship

with Spantech and for a period of five (5) years after termination of each Mission, disclose to any person any Confidential Information.

The Subcontractor/Supplier may disclose however Confidential Information (i) to those of its employees or representatives who need to know such information for the purpose of carrying out the Mission (the Subcontractor/Supplier shall ensure that the persons to whom it discloses Confidential Information comply with this Article and shall be responsible therefor); and (ii) as may be required by law, court order or any governmental or regulatory authority.

The Subcontractor/Supplier shall not use any Confidential Information for any purpose other than for the proper performance of its obligations towards Spantech.

18. INTELLECTUAL PROPERTY RIGHTS

In this Article, "Intellectual Property Rights" means any and all rights, claims and interests, to their full extent, with regard to all ideas, concepts, discoveries, inventions, documents, projects, methods (including building methods), instruments, materials, techniques, models, technical realizations, improvements and concepts, software, know-how and other creations of any nature whatsoever including but not limited to (the right to apply for the registration of) patent rights, utility models, design rights, chip topography rights, trademark rights, database rights, copyrights, neighbouring rights, rights in computer programs, as well as all patrimonial rights with respect to these rights such as the right of exploitation, reproduction, distribution, communication to the public, adaptation and translation, by any and all means, under whatever form, on whatever carrier and for whatever purpose, for all known and future exploitation forms worldwide.

All right, title and interest in and to all Intellectual Property Rights, whether or not specifically recognized or protected under applicable law, shall worldwide and in perpetuity vest in and be the sole and exclusive property of the Party owning it on before the agreement of the Parties on Specific Conditions and of the Party creating it after, as the case may be.

As such all Intellectual Property Rights of Spantech (and especially its plans and designs) remain its property, may not be used by the Subcontractor/Supplier for any purpose other than executing the Mission and may not be transmitted to third parties without its written authorisation and any material relating thereto must be returned to Spantech at first demand.

With regard to any products or structures of Spantech, the Subcontractor/Supplier undertakes to:
● not (try to), or permit any of its employees, directors, representatives or agents to, reverse engineer, decompile, disassemble, modify or adapt the products or structures of Spantech and/or any component thereof, or create derivative works based on products or structures of Spantech, unless with the explicit prior written consent of Spantech;
● not copy in any way or under any form or material the products or structures of Spantech and/or any component thereof, unless with the explicit prior written consent of Spantech.

If the Subcontractor/Supplier creates any work product protectable under Intellectual Property Rights as part of the Mission, Spantech shall become the owner of all rights, title and interest, including Intellectual Property Rights, in such work product and the Subcontractor/Supplier hereby assigns such rights, title and interest, including Intellectual Property Rights, to Spantech at no cost. The Subcontractor/Supplier undertakes to sign all documents and execute all steps necessary to give effect to this article.

The Subcontractor/Supplier may not use Spantech logos and trademarks or Spantech as a reference without an express prior written approval of Spantech.

19. PERSONAL DATA

Each Party may process personal data for purposes compliant with the applicable privacy protection laws and regulations, such as managing contractual and/or pre-contractual relationships, preventing improper use or fraud, setting up statistics or tests, because of another legitimate interest or to comply with a Belgian or foreign legal obligation and undertakes to respect the applicable Belgian and European legislation on confidentiality and data protection, including the GDPR, while doing so.

Each Party takes at its own costs and expenses adequate technical and organisational measures as notably required by Article 32 of the GDPR, against loss or any form of unlawful processing (such as accidental or unlawful destruction, loss, unauthorised deterioration, alteration, access to or disclosure of personal data) in connection with the processing of personal data under the agreement. To the extent and as required by applicable data protection legislation, each Party undertakes to inform the relevant data subjects about the processing activities it conducts under the agreement in accordance with the requirements under applicable data protection legislation.

Nothing in the agreement is intended to qualify either Party as a data processor of the other Party or as joint controllers, as defined in the GDPR, regarding personal data that may be shared by one Party with the other. Each Party shall be a controller, responsible for its own processing activities.

20. SUBCONTRACTING

Unless stated otherwise in the Specific Conditions and specifically requested by the Subcontractor/Supplier and accepted in writing by Spantech, the Subcontractor/Supplier may not subcontract all or part of the obligations arising from the Specific Conditions and the General Terms and Conditions to a third party.

In the event of subcontracting, the Subcontractor/Supplier shall remain the only responsible Party towards Spantech for the fulfilment of all obligations and the single point of contact for Spantech.

21. NON-COMPETITION AND NON-SOLICITATION CLAUSE

For the duration of the contractual relationship between Spantech and the Subcontractor/Supplier and for a further period of two (2) years following its termination for whatever reason, the Subcontractor/Supplier may not, under any circumstances, contact or contract directly with any Spantech's client for whom it worked for a Mission or contact or contract directly with any natural person (*e.g.,* a (former) employee of a client of Spantech) of whom it obtained the contact details while working on a Mission without the prior written agreement of Spantech for works that are similar or related to the Mission.

Furthermore, the Subcontractor/Supplier may not, without the prior written consent of Spantech, at any time during the term of the Parties' collaboration and for a further period of one (1) year following the termination thereof, either independently or through any third party, solicit any personnel of Spantech involved in the performance of the agreement (either as employee or self-employed provider). If such personnel ceases to be employed by Spantech during the term of the Parties' collaboration, the Subcontractor/Supplier may not, without the prior written consent of Spantech, solicit that personnel within one (1) year after the end of the collaboration of said person with Spantech.

22. DUTY TO INFORM AND FORCE MAJEURE

Each Party shall promptly inform the other Party of any event which adversely affects or might affect its ability to meet any of its obligations under the Agreement or any other act, omission or development which would be important for the other Party to be aware of to take precautions to prevent the aforesaid from causing an adverse effect to its businesses or reputation.

Neither Party shall be liable vis-à-vis the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of force majeure, being defined as an unforeseen and unavoidable event which results in the impossibility for the affected Party, which is not imputable to it, to perform its obligations. The Party affected by an event of force majeure shall give notice of its occurrence and probable duration to the other Party in writing without delay. The execution of the agreement shall be fully suspended, including any payment, during the event of force majeure. If it results in delay or non-performance by a Party for a period of one (1) month or longer, then the other Party may terminate this Agreement in part or in whole with immediate effect.

No indemnity shall be due by the Party affected by an event of force majeure unless the delay or non-performance of its obligations under the Agreement is affecting the liability of the other Party towards third parties, in which case, the Party affected by an event of force majeure shall defend, indemnify and hold the other Party harmless from any and all liabilities, damages, losses, costs and expenses (including without limitation reasonable attorneys' fees) which may arise due to said delay or non-performance.

Insofar as necessary, the Supplier/Subcontractor expressly and irrevocably waives the right to invoke the theory of hardship as described by Article 5.74 of the Belgian Civil Code or any other equivalent and to request the renegotiation of the Specific Conditions and the General Terms and Conditions and agrees to bear all the consequences that would arise from a situation of hardship.

23. ENTIRE AGREEMENT

These General Terms and Conditions together with the Specific Conditions form the entire agreement between the Parties relating to the subject matter hereof and supersede all prior communications, written or oral, between the Parties relating to the same subject matter.

In case of conflict or inconsistency between any part of the agreement, the order of precedence shall be the following (whereby the upper document prevails over the lower): the Specific Conditions; these General Terms and Conditions. Any stipulation or condition mentioned in invoices, correspondence or any other documents issued by the Subcontractor/Supplier will be considered non-existent and may not be invoked against Spantech.

24. MODIFICATION AND NULLITY

Spantech reserves the right to amend the General Terms and Conditions. Any modification will be notified to the Subcontractor/Supplier, who will be bound by any modifications that they have not refused within fifteen (15) days of notification of the same.

The nullity or inapplicability of one of the clauses of the General Terms and Conditions cannot affect the validity or applicability of the other clauses. If any provision of the General Terms and Conditions is invalid, unenforceable or contrary to applicable law, such provision shall be automatically limited or modified to make it valid or enforceable to the fullest extent permitted by applicable law, and all other provisions of the General Terms and Conditions shall remain in full force and effect. In such case, the Parties shall negotiate in good faith to modify or replace the provision held to be void or unenforceable by a provision having economic effects as close as possible to the initial intention of the Parties.

25. ASSIGNMENT

The Subcontractor/Supplier is not allowed to assign the agreement nor the Mission to third parties in whole or in part, except with the prior written consent of Spantech.

26. WAIVER

The default or the delay of a Party to avail itself of a right or a remedy provided to it or a breach of the other Party cannot, in any case, be considered as or have the effect of a definitive waiver of that Party to avail itself of that right, remedy or that breach subsequently. Likewise, the exercise of a right or the partial exercise of a right will not prevent from availing itself subsequently of a complementary exercise or other exercise of that right, or of the exercise of any other right. The rights set forth in these General Terms and Conditions are cumulative and not exclusive of any other right set forth in the laws and regulations applicable to the agreement.

27. NOTICES

Any notice in connection with the Parties' agreement must be in writing and shall be validly given with respect to each Party to the addresses specified in the Specific Conditions if sent by registered letter or by email with acknowledgment of receipt or copy by registered letter or to any other addressee or address that a Party may notify to the other in accordance with what is provided in this article.

28. APPLICABLE LAW AND JURISDICTION

The Specific Conditions and the General Terms and Conditions are subject to Belgian law. Any dispute relating thereto whatsoever shall be of the exclusive jurisdiction of the competent courts of Walloon Brabant.

29. QUESTIONS

If you have any questions regarding the General Terms and Conditions or their implementation, please contact your contact person at Spantech.