



Specific Purchasing Conditions for IT – Belgium

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S1. FIELD OF APPLICATION

These Specific Purchasing Conditions IT Belgium (also referred to as "**SPC IT BE**") shall be incorporated in Contracts made by companies of the Elia Group and shall apply together with the Elia Group General Purchasing Conditions for IT (also referred to as "**GPC IT**") in all cases where these SPC IT BE are expressly incorporated, but also for all other Contracts made by the TSO as a purchaser and/or principal for the supply of IT products, IT-related developments and/or IT services. This shall include, without limitation, the following services (the "Services"):

- any delivery and installation of hardware, standard computer programs and software;
- the development, production, modification, customization, installation, implementation and testing of computer programs, databases, neural networks and any other software ("Software Development");
- any other IT-related services, including IT consultancy, IT training, support and maintenance services.

S2. STRUCTURE AND HIERARCHY

Where applicable, these SPC IT BE shall form an integral part of the terms and conditions provided in the GPC IT, and provisions of the GPC IT addressing the content of the document (such as rules of interpretation or a severability clause) shall also apply hereto. In case of contradiction between a particular clause in these SPC IT BE and a particular clause in the GPC IT, the provision in these SPC IT BE will prevail over the provision in the GPC IT.

S3. DEFINITIONS

Terms defined in the GPC IT, when used herein, shall have the same meaning as in the GPC IT, unless a definition of the relevant term is made in this document.

S4. PAYMENT

S4.1 Invoicing

S4.1.1 Electronic invoicing system

To the extent that the TSO uses any electronic or other validation (invoicing) system, including but not limited to the e-invoicing, the Contractor undertakes to use such system upon the TSO's request and in accordance with the TSO's instructions.

S4.1.2 Conditions for issuing invoices

An invoice may only be issued if it has been preceded by the TSO's written approval of a proforma invoice containing a detailed description of the Services. The Contractual Documents specify the moment when the proforma invoice may be drawn up. Otherwise, the Contractor will submit the pro-forma invoice to the TSO only after the full and satisfactory completion of all of the Services forming the object of the Contract. In any event, the proforma invoices will be sent to the TSO no later than 15 Days after the completion of the Services. The TSO has 10 Working Days, starting from the date of the receipt of the pro-forma invoice, to approve / comment / reject this proforma invoice, provided that the Contractor has correctly followed the instructions as described above.

The final invoices and credit notes must contain all of the legally required notices and observe all of the procedures specified by the TSO in the Contractual documents.

The final invoices must be sent, in order for the Contractor not to be forfeited of its right to claim payment, within six months after the approval of the pro-forma invoice and in any event within twelve months from the performance of the Service to which it relates.

S4.1.3 Mandatory mentions

The pro forma invoice and the invoice will contain:

- a) The Contract reference;
- b) The PO number;
- c) The name of the administrative responsible of the PO;
- d) The total amount in € (excluding VAT)
- e) The VAT number of the TSO;
- f) The part of the invoice relating to the delivery shall also show all legal requirements and as a minimum, the following details:
 - i. The originating country;
 - ii. The country of manufacture;
 - iii. The mode of transport;
 - iv. The nature of transaction (sale).

S4.2 Payment terms and procedures

Payments are made within thirty (30) Days from the end of the month of the final invoice which has been approved pursuant to the procedure stated in Article S4.1 by payment onto the account of the Contractor registered by the accounting department. The TSO cannot be held liable for any delay in payment due to the Contractor's nonobservance of the invoicing procedures or the lack of transmission by the Contractor of the necessary data to the accounting department.

Partial or complete payment by the TSO does not imply an acceptance and/or acknowledgement of the delivery of Services.

S5. STAFF

S5.1 Representation and warranties

The Contractor represents to comply with applicable labour and social security laws including documentation requirements and will provide the TSO with proper evidence on request. A default on its labour and social security obligations is recognized by the Parties as a serious breach of the Contractor's obligations and entitles the TSO to terminate the Contract, pursuant to Article **Error! Reference source not found.** of the GPC IT. The TSO cannot be held liable for the payment of fines or taxes if the Contractor does not comply with such obligations.

The Contractor warrants that it does not and shall not employ third-country nationals' employees who are illegally staying in Belgium. If TSO becomes aware that the Contractor employs third-country nationals' employees who are illegally staying in Belgium, TSO reserves the right to immediately terminate the Contract without indemnity.

In addition, the Contractor commits to impose the obligation not to employ third-country nationals' who are illegally staying in Belgium to any sub-contractors he appoints. If TSO is aware that any sub-contractor appointed directly or indirectly by the Contractor employs third-country nationals' who are illegally staying in Belgium, TSO reserves the right to immediately terminate the Contract without indemnity.

The Contractor shall obtain all visas, permits (including work and residency permits), licences or other authorisation for all its auxiliary persons necessary to enable those people to perform the Contract, and shall pay all costs associated with obtaining such visas, permits, licences or other authorisations.

The Contractor represents, warrants and undertakes that he will only employ foreign employees who:

- are legally employed during the term of the work to be executed in Belgium;
- are legally seconded and are in possession of a A1-form delivered by the competent foreign authority, the validity of which is at least equal to the duration of the Contract (if applicable);
- are in possession of a valid LIMOSA-form (if applicable);
- are in possession of the necessary documents delivered by the municipality of the place where they will stay in Belgium.

The Contractor represents, warrants and undertakes that he will commit its employees to:

- immediately after arrival on the Belgian territory and within the legal period, report to the municipality of the place where they will stay in Belgium and to request the necessary documents, on presentation of the necessary supporting documents (identity card or passport, evidence of the service contract, A1-form and authorization to work in the country of Contractor) (if applicable);
- at all times, also on the working place, be in possession of the identity card or passport, a valid A1-form, a valid LIMOSA-form and the residence documents (if applicable).

The Contractor commits to, including in the name of and on behalf of TSO, assess whether a LIMOSA declaration is mandatory for any of its employees. The Contractor recognizes and agrees that its concerned employees will not start to perform the Contract as long as TSO does not get a copy of the certificate issued by the Belgian social security authorities attesting that the LIMOSA declaration has properly been submitted in accordance with Title IV, Chapter 8 of the Belgian Program Law (I) of 27 December 2006 and with its implementing regulations.

The Contractor shall avoid engaging or participating in any conduct and/or behaviour which is or could be detrimental to the interests of the TSO and/or its Affiliates.

In any event, without prejudice to the other provisions, TSO reserves the right to immediately terminate the Contract in the event that the Contractor does not comply with its obligations as described in the present section, without indemnity.

If the Contractor or one of the sub-contractor appointed by the Contractor would not respect one of the obligation provided for in the present section, the Contractor guarantees TSO against all consequences and commits to fully compensate TSO for any damages it would suffer resulting from the failure to respect its obligations in accordance with the present section.

Parties expressly agree that TSO can pursue remedies against the Contractor to claim the reimbursement of the financial sanctions (including criminal ones) that would be imposed by the competent authorities because of the failure of the Contractor to respect its obligations in accordance with the present section. The present section also covers TSO's legal obligations that have been delegated to the Contractor for the execution of the Contract.

S5.2 Registration of attendance

[If applicable] When applicable, the Contractor shall take the necessary measures to register the attendance of each natural person pursuant to Article 31bis and following of the Belgian Well Being at Work Act of 4 August 1996. The Contractor shall ensure that all its auxiliary persons comply with all provisions regarding registration of attendance.

S6. LIQUIDATED DAMAGES FOR FAILURE TO PERFORM

Any failure to perform the Contract by the Contractor that is reasonably deemed material by the TSO will give rise to liquidated damages in favor of the TSO. The amount of the liquidated damages is set forth in the Contractual Documents which may stipulate different amounts, depending on the degree of severity and type of default.

If the amount of the liquidated damages is not specified in the Contractual Documents, the liquidated damages for each such failure will amount to 1% of the amount of the Contract. The total amount of the cumulated liquidated damages for failure to perform shall in any case not exceed 10% of the Contract price.

The liquidated damages are due and payable ipso jure by a simple notice addressed to the Contractor, indicating the failure in performance.

The liquidated damages are cumulative in nature and do not discharge the Contractor from any of its contractual obligations. They are also independent of any liquidated damages for late performance.

The liquidated damages are not submitted to the liability caps in accordance with Article 30 of the GPC IT.

S7. LIQUIDATED DAMAGES FOR LATE PERFORMANCE

Late performance will automatically give rise, ipso jure and without written notice, to liquidated damages for late performance as from the expiry of any contractual deadline, even if partial, unless the Contractor can validly justify an extension or postponement of its deadline.

The liquidated damages for late performance are equal to 0.2% of the amount of the Contract per Working Day of delay, up to a limit of 10% of the amount of the Contract.

The liquidated damages for late performance are not submitted to the liability caps in accordance with Article 30 of the GPC IT.

S8. TERMINATION FOR CONVENIENCE

Without prejudice to Article 29.2 of the GPC IT, in the event of termination of the Contract for convenience as mentioned in Article 29.2 of the GPC IT, the Contractor is entitled to receive payment for the Services already rendered in accordance with the Contract and a compensation up to 5% of the ongoing PO value for any direct damages incurred which has been duly justified by the Contractor, it being understood that the compensation shall not include compensation for loss of profit or margin on the material.

S9. GOVERNING LAW AND JURISDICTION

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the law of Belgium to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG)".

Parties agree that the courts of Brussels shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims). In addition, the TSO is entitled to take legal action at the competent court at the domicile or place of principal establishment of the Contractor.

S10. SUSPENSION OF THE CONTRACT

The TSO may suspend the performance of the Contract, in whole or in part, for the duration that it so determines but no longer than [6] months at any time and without being obliged to provide justification ("Suspension for Convenience"). In case of suspension for convenience , the Contractor is entitled to receive payment for the Services already rendered in accordance with the Contract and for that part of the remuneration which is attributable to the purchase price of the Services to be delivered as of the applicable due date according to the contract and regardless of the suspension where applicable. The Contractor shall also be entitled to compensation up to 5% of the ongoing PO value for any direct damages incurred which has been duly justified by the Contractor, it being understood that the compensation shall not include compensation for loss of profit or margin on the material. This compensation will deprive the Contractor of its right to claim for a compensation for termination for convenience in accordance with Article 29.2 of GPC IT if the suspension for convenience were to turn into a termination for convenience.]