

**PART E – GENERAL TERMS AND CONDITIONS SPECIFICALLY FOR VOPAK IN BELGIUM**

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**1. General**

- 1.1 These general terms and conditions apply specifically for Vopak in Belgium and replace the specific articles they refer to. The articles in Part A, Part B, Part C, and Part D that are not referred to in Part E shall remain applicable in full.

**2. PART A General Terms and Conditions for the purchase of goods and services****2.1 Article 20.3**

Vopak has the right to terminate the agreement, without having to apply for permission beforehand to a District Court or an Arbitration Tribunal, in those situations described in article 20.1, if the fault and/or the incident cannot be resolved within a period of 14 (fourteen) days after the request of Vopak. Vopak has the right to terminate the agreement with immediate effect, without a prior notice of default being required and without having to apply for permission beforehand from a District Court or an Arbitration Tribunal, and without having to observe the aforementioned period of 14 (fourteen) days, if the Vendor is already in breach of a contractual obligation. In the event of termination, Vopak shall be obligated to pay the Vendor compensation equal to a pro rata amount of the price for the planned activities or services that have already been carried out, but only insofar as Vopak keeps the goods or the benefits of the activities or services, and all this without prejudice to Vopak's other rights (e.g., the right of Vopak to claim compensation)

**2.2. Article 22.1**

These general terms and conditions, and all offers, orders, and (purchase) agreements, which are subject to these general terms and conditions, shall be exclusively governed by Belgian law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

**2.3 Article 22.2**

All disputes arising out of and/or in connection with these general terms and conditions shall be resolved by the parties as far as possible through negotiations in a non-judicial and amicable way. In the event such a dispute cannot be resolved between the parties within a reasonable period, it shall be put before the competent Belgian court in the district of Antwerp, which shall have exclusive and binding jurisdiction over such a dispute. The dispute will be settled in accordance with Belgian law.

**3. PART B Extra General Terms and Conditions for the purchase of materials**

## 3.1 Article 8.2

The documentation must be drawn up in Dutch. But the documents that are required in order to comply with applicable laws and regulations must also be made available in the languages prescribed under these laws and regulations.

## 3.2 Article 13.1

In the event of a transfer of ownership in accordance with article 6 and article 12 of Part A, the Vendor must hand over all documentation, including the certificates of ownership, and must undertake all the necessary steps to effect the transfer. The Vendor hereby gives Vopak an irrevocable power of attorney to perform all the necessary formalities to effect the transfer of the legal title of ownership of the materials, or a part of such, to Vopak.

**4. PART C Extra general terms and conditions for the performance of activities on the site**

## 4.1 Article 9.2

The language of the documentation must be Dutch. But the documents that are required in order to comply with applicable laws and regulations must also be made available in the languages prescribed under these laws and regulations.

**5. PART D Extra general terms and conditions for the provision of professional services**

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**6. PART E Confidentiality**

The contractor obligates itself to keep all information which comes to its knowledge during the performance of the activities at or for Vopak strictly confidential. For commercial reasons, and in order to protect know-how, this information and knowledge must not be disclosed to third parties. The contractor shall not make use of this information in any other way whatsoever.

The phrase "Confidential Information" as used herein means any verbal, written, or electronic information, or information that is provided in any other way, of a non-public, confidential, commercial, or private nature, such include, but not limited to, manuals and other documentation, sources, specifications, samples, drawings, work methods, letters, and any other materials that contain such information, as well as all copies of such, which is issued in any way whatsoever to the Contractor by Vopak, or which the Contractor has been given access to or knowledge of, together with valuations, opinions, analyses, compilations, research studies, or other documents that have been prepared and which contain such Confidential Information, which are wholly or partially based on such, or which wholly or partially describe such.

"Confidential Information" does not include information that:

- Is or becomes part of the public domain, general knowledge, or literature without a breach of the obligation of confidentiality by the contractor;
- The contractor gains access to through some other source than Vopak, insofar as it is not prohibited for such a source to disclose such information to the contractor under any contractual, statutory, or fiduciary obligation towards Vopak. Both during the assignment/project, and after the ending of such, regardless of the way in which, and the reasons why, the collaboration comes to an end, the contractor is prohibited from disclosing any information in any form and in any way whatsoever to third parties, directly or indirectly, that has come/comes to its knowledge concerning the business and interests of Vopak and/or companies allied to it, its clients, or other business associates, all this in the broadest sense of the word.

The contractor obligates itself moreover to conduct all confidential communication in a discreet manner, and insofar as this involves written documentation, for this to only be sent via the designated work email addresses.

It is hereby expressly agreed, and by the undersigned accepted, that any identified violation of this obligation of confidentiality shall constitute urgent grounds which can lead to the immediate termination of this agreement by the client. This without prejudice to all and any claims for compensation or criminal complaints that Vopak can institute against the undersigned under common law.

This declaration is valid as of the date of signing. Violations of this declaration shall constitute a material breach and give cause for the immediate termination of the contract on urgent grounds without Vopak being liable to pay any compensation.

## **7. PART F Safety Management**

### **LIABILITY AND OBLIGATIONS.**

a) The contractor is familiar with the statutory regulations in relation to safety, such to include the ARAB, the AREI, the CODEX, VLAREM, Vlarebo, the social insurance laws, and the European directives.

Furthermore, it has taken into account the information that has been issued in these general terms and conditions, and the conditions contained therein.

The specific safety measures that apply, and the costs associated with such, have been detailed separately in the quotation.

b) The contractor obligates itself to abide by the conditions imposed by the client, and to ensure that its subcontractors also comply with such.

### **SAFETY MANAGEMENT**

The contractor must have a safety policy that is commensurate with the risk level of the activities it carries out. The client has to be provided with all information and documentation on request that is necessary to evaluate the practical implementation of this safety policy. If the contractor subcontractor has to carry out activities for which it needs to have a VCA certificate, then it has to present a copy of this certificate, and those of any subcontractors, to the client. The contractor must notify the client immediately if the certificates expire, are renewed, or revoked, either before or during the execution of the order.

During the performance of the work at the Client's sites, the Contractor shall comply with the generally applicable legal regulations regarding safety, health and environment, as well as the specific regulations set forth in document "Safety rules for own employees, Contractors and Third Parties (WFO 004)

Before the work commences, the contractor and the client will make agreements about the monitoring and enforcement of the joint safety management system, including:

a) The general safety introduction, which is given by the client to the employees of the contractor who are not under its direct supervision, which includes the watching of a safety instruction film and the passing of a test.

b) The specific safety introduction will be organised at the initiative of the project leader in consultation with the safety coordinator and the site supervisor, and will be for the account of the contractor.

c) The organisation of any terminal meetings, evaluation meetings, coordination meetings, and safety meetings.

d) The drawing up of a health and safety plan and a coordination structure, if the nature of the work makes such necessary.

e) Before the work starts, the contractor will provide a list of names of all the employees who will carry out the work, together with the numbers of their VCA certificates. The contractor will moreover provide a copy of all the relevant certificates for employees who are going to carry out work that is listed in the "Register of High-Risk Tasks" (see [www.besacc-vca.be](http://www.besacc-vca.be)), who will carry out asbestos removal, or who will be working as BA4/BA5 on or near to electrical installations.

If these conditions have not been satisfied, then the work will not be allowed to start.

#### ENVIRONMENTAL CARE

a) The contractor must comply with the applicable environmental laws.

b) Waste must not be left anywhere unattended, and must be taken away by the contractor (e.g., empty paint tins, plastic sheeting, etc.) unless otherwise has expressly been agreed in writing with the client.

c) No product residues, rinse water, waste water, etc., may be poured down the drains or drainage systems, except with the express written consent of the client.

d) The contractor obligates itself to inform the environmental department if any waste needs to be removed from the terminal.

#### WASTE REMOVAL

a) In the event of waste removal, the contractor must have the necessary statutory certificates and permits and comply with all the conditions imposed under such.

b) After the removal and processing of waste, the contractor must be able to provide the necessary disposal and processing certificates.

c) In the event of the removal of soil, the contractor must comply with the provisions of the Vlarebo, especially Chapter X of these regulations.

#### NON-DUTCH SPEAKERS

Employees of the contractor who do not speak Dutch must be able to speak at least French, German, or English, and must be supervised at all times by a Dutch-speaking foreman (Trained Contractor) who is able to translate the applicable safety regulations and instructions for the non-Dutch speaking employees (Visitor Contractor).

#### GENERAL PROVISIONS

a) The employees of the contractor who have been assigned to carry out the contract must work exclusively under the indivisible and non-transferable authority, management, and supervision of the site supervisor.

The site supervisor designated by the contractor must have the necessary language skills and technical skills commensurate with the specific requirements of the work activities.

Before starting with the work, the contractor obligates itself to properly instruct and train its employees, taking into account the information received and in accordance with the agreements that have been

made. The contractor must be able to provide evidence to show that it's employees have followed the necessary training for the performance of high-risk tasks.

- b) Insofar as guidelines, instructions, etc., are given by the client, its employees, or its authorized representatives to the contractor, its employees, or its authorised representatives during the performance of the contract, then these instructions shall only comprise a more detailed description of the agreed work, without this in any way affecting the provisions of the previous paragraph.

#### FINAL PROVISIONS

- a) Any damage caused by the contractor must be immediately repaired at its own expense. Before the completion of the work, the contractor must clean up any leftover materials, packaging, and waste in accordance with the applicable regulations.
- b) The work shall be deemed to have been accepted by the client after the signing of a completion and acceptance report by the project leader. Acceptance shall at no time cover hidden defects, nor shall it cover defects that only come to light after a certain amount of time.
- c) The amounts specified in our purchase order are fixed and non-reviewable for the entire duration of the work activities.
- d) Payment will take place within 30 days after the end of the month of the invoice date. If the contractor wants to submit a (part) invoice before the work has been completed, then it must obtain the express prior approval of the project manager and procurement manager for such. In the event of the absence of this approval, including a valid PO reference number, the submitted invoice will not be paid, unless part-payments have been agreed in the order/contract.
- e) The contractor and its subcontractors must be certified contractors for work that is carried out on immovable property or goods equivalent to such. In the event of the deletion of aforementioned registration number, the client must be notified immediately so it can take the necessary measures in relation to such that are required under the law.

### 8. PART G Assignment of workers

#### Execution modalities.

1. The Contractor will carry out the contracted work in an independent way. The employees of the Contractor (and where relevant the employees of the Subcontractor), used for the performance of the services, will work at all times under the responsibility and the authority of the Contractor (and where relevant the Subcontractor), and shall not be given any binding instructions, commands, orders by the Client with the exception of that provided for in subsection 2 below.

2. The Client can only give instructions to the personnel working under an employment contract with the Contractor and/or with its subcontractor(s) in connection with the execution of this agreement insofar as it concerns the points detailed hereafter.

#### Explanation:

This summary only includes illustrative and non-exhaustive examples for each type of instructions, which can be implemented differently in practice by each company working on the relevant contract or sub-activity, and which can be given verbally on a daily basis, either directly or during work consultation meetings. These examples can be revised as appropriate and can vary without an amendment of the contract being necessary for such.

- planning timetable for the work to be carried out and the interim results (e.g., schedule of works, SLA, etc.);

- the opening and closing times of the terminal/workplace and the generally applicable break times;

- access to the locations and/or facilities of the Client necessary for the fulfilment of the order (e.g., badges, registration system, etc.);
- circumstances, procedures, and practices of the Client which have to be taken into account for the fulfilment of the contract (e.g., existing safety regulations, confidentiality requirements, other ongoing works that determine the chronology of the works, etc.);
- interim changes that have to be taken into account during the execution of the order (e.g., changes to the planning timetable or SLA, changes to the execution modalities, etc.);
- technical directions in relation to the use and/or maintenance of certain machinery, materials, and/or customisation, including punctual instruction and training necessary for the execution of the order, and which are client-specific [e.g., compulsory following of certain maintenance procedures, operating manuals for machinery, etc.];
- technical directions in relation to the use and/or maintenance of certain facilities, infrastructure, and/or processes, including punctual instruction and training necessary for the execution of the order, and which are client-specific [e.g., compliance with the email and internet policy, chosen programming language, project management procedures, etc.];
- urgent interventions to prevent/limit economic damage (e.g., suspension of work in the event of incorrect manipulation, etc.).

**3.** The Parties are agreed that the aforementioned instructions shall in no way impair the employer authority of the contractor and/or its subcontractor(s).

The following elements shall in all cases be the responsibility of the Contractor and/or its subcontractor(s) as the employer of the respective personnel under an employment contract, and these elements can at no time be included within the scope of the right to issue instructions of the Client provided for in subsection 2 above:

- recruitment policy (processes, interviews, selection and recruitment criteria);
- policy in relation to pay and employment conditions;
- progress monitoring and reporting associated with progress monitoring;
- policy in relation to instruction and training, except that necessary in order to fulfil the contract and which are client-specific;
- monitoring of the working hours and verifying the amount of any overtime, work breaks, and recovery days;
- reporting and justification of absence from work (illness, short-term leave, holidays, etc.);
- policy in relation to disciplinary sanctions and dismissal;
- performance evaluation and assessment interviews;
- job descriptions.

**4.** The Client is only allowed to give instructions related to health and safety in the workplace. The Contractor will make sure its employees abide by the applicable rules in relation to health and safety at the location where the services are carried out.

**5.** The Parties obligate themselves to implement these regulations in practice exactly and completely in accordance with the express provisions of these regulations.

**6.** The Parties shall each designate a single point of contact/project leader, who will oversee the proper fulfilment of the mutual contractual obligations of the parties, and who will act as a point of contact for all daily communication between the Parties. The Client and the Contractor shall draw up a calendar for regular work progress meetings, which will be held with the single point of contacts/project leaders.

7. The Client will notify the Contractor beforehand in writing if the Client also wants to give other instructions to the employees of the Contractor in addition to the permitted instructions as described in article 2 above. The Client will give a detailed description in writing of the new instructions, and shall await for the written confirmation the Contractor. The Parties are agreed that the written confirmation of the Contractor shall constitute an extension of the permitted instructions in the sense of article 2 above.

8. The Client shall provide all the amenities reasonably necessary to carry out the order at the locations. If tools of the Client are used, then specific reasons have to be given for this. For work where this is not required, the Contractor can carry out the work in its own facilities and make use of its own infrastructure.

9. The employees of the Contractor charged with the execution of the order must draw up a report at regular intervals detailing the work that has been carried out and the progress of the order. This report will be issued to the single point of contact/project leader of the Contractor, and a copy will be sent for information to the single point of contact/project leader of the Client.

If the Client identifies deficiencies in the execution of the order attributable to the Contractor, then the Client will notify the single point of contact/project leader of the Contractor immediately about this, together with the reasons for its complaint. The Contractor shall take the necessary steps to ensure the proper execution of the order.

10. If the Contractor replaces employees who are carrying out the order, then this must not have a negative impact on the continuity of the execution of the order, and must not lead to any delay nor any additional costs for the Client.

The Contractor will try to avoid the frequent replacement of its employees who are carrying out the work.

An employee must in all cases be replaced by an employee with equivalent qualifications, experience and expertise. The Contractor will be responsible for the training and knowledge transfer, as well as the cost of such, if necessary, in the event of such a replacement.

11. The Client has to make sure the Contractor is issued with all the technical and other information that is necessary for the proper execution of its order.

12. The execution of the order will be suspended during the periods of collective leave applicable at the site of the Client. The Client will issue information about this to the single point of contact/project leader of the Contractor as soon as these periods have been set.

### **Supervision and safety**

1. The Contractor has to carry out the supervision of the work, take all the precautionary measures necessary in connection with the safety of its personnel or the personal of third parties/subcontractors in connection with the agreement, and take out all the necessary insurance policies (accidents, industrial accidents, civil liability, fire, theft, etc.). It is expressly agreed that the Client shall carry no liability in connection with such.

2. At the request of the Client, the Contractor has to present all the insurance policies and proof that it has paid the relevant premiums.

3. The Contractor is responsible for the fulfilment of all employment law regulations, including those in relation to working hours and minimum break times, holidays, payment of overtime, health, safety, hygiene, and the wellbeing of the employees in the workplace, as provided for in the Act of 4 August 1996, with respect to its own employees. The Contractor obligates itself to make sure its subcontractors comply with these provisions in relation to their respective employees.

4. If the Contractor does not fulfil, or properly fulfil, its obligations with respect to health and safety, the Client can at all times take the necessary measures itself at the expense of the Contractor. In the event of re-occurring incidents without the appropriate corrective action being taken, the contractor will not be asked to provide services to Vopak any longer, i.e., it will be taken off the Approved Vendor List.



**Contract fees**

1. Notwithstanding an agreement to the contrary, the contract fees will be specified in the appendix that is drawn up for every contract. The fees for the contract will either be in the form of a lump sum or in the form of hourly rates.
2. The price only covers the execution of the services as described in the order.
3. Invoices will be sent to the Client each month based on the work progress reports approved by Vopak.

**Responsibility of the Contractor**

1. The responsibility of the Contractor is strictly limited to the tasks that have been agreed in connection with the order given to it, including the tasks that are carried out by subcontractors under contract to it. An exception will be made in the event of circumstances or situations that fall under the responsibility of the Client or third parties.
2. The Contractor can outsource a part of the order to a third party/subcontractor on the condition the subcontractor is approved by Vopak. The main contractor will at all times have final responsibility for its subcontractors.
3. The Contractor obligates itself, if for the execution of (a part of) the order it engages one or more third parties/subcontractors, to only do this on the basis of a subcontracting agreement, whereby it is obligatory for the provisions in relation to the performance of the work under this agreement, as well as article 2 execution modalities and the instructions in relation to such, to be included.
4. The Contractor shall ensure that no agreements are concluded with independent contractors who could be qualified as bogus independent contractors as defined under the Employment Relationships Act of 27 December 2006.
5. The Contractor has to fulfil all the social insurance and taxation obligations imposed on employers with respect to its employees.
6. On the date of the conclusion of the subcontracting agreement, before the start of the work activities, as well as each time an invoice is submitted, the Contractor has to provide evidence to show that it has fulfilled all its obligations under social insurance and taxation laws.
7. The Contractor must be able to demonstrate to the Client that the statutory social insurance contributions have been remitted and the required income tax deductions have been carried out for the employees used for the order. The Contractor must provide the Client with supporting documentation on request which proves that it has satisfied the statutory requirements in relation to such.
8. Depending on the specific case and the applicable statutory requirements, non-Belgian employees must be in possession of the necessary residence permits, work permits, Limosa notifications (L1 documents) obtained via [www.limosa.be](http://www.limosa.be), and other documents which confirm the registration and payment of contributions for a social security scheme.  
They must be paid no less than the minimum wage applicable in Belgium, on time, by the Contractor in accordance with the mandatory provisions on minimum wages and the laws on the protection of wages of employees.  
The Contractor obligates itself to send the L1 documents to the Client by email before starting the work. The Contractor declares that it will not employ any illegal immigrants.



### **Confidentiality**

1. The Contractor obligates itself not to disclose to third parties any confidential information, such to include company secrets, product information, clients, business associates, financial agreements, or contracts, which it receives on account of or in connection with the execution of this agreement. The Contractor obligates itself to take all measures necessary to keep the information that is issued to it by the Client strictly confidential. Any information that is received must only be used by the Contractor internally to ensure the optimal progress of the collaboration.
2. The Contractor obligates itself to make sure its workers and/or subcontractors comply with this obligation.
3. This obligation of confidentiality will also remain in force for **5 years** after the ending of the agreement.
4. The Contractor is not bound by the obligation of confidentiality in relation to confidential information, as provided for above in article 1 of this Agreement, in the following cases:
  - if the Contractor can show that the Confidential Information was already known to it before the date on which it was issued by the Client;
  - if the Contractor can show that the Confidential Information in question was already publicly known before the date on which it was issued, or became public knowledge without the Contractor having breached its obligation of confidentiality;
  - if the Contractor can prove it received the Confidential Information from a third party, and this was not in violation of any confidentiality agreement.

### **Intellectual property rights**

The general know-how and the process knowledge shall remain the property of the Contractor. Notwithstanding a provision to the contrary in an appendix to this agreement, all copyrights and intellectual property rights that might arise during the designing, preparation, or making of a protected work in connection with this agreement shall be vested in the Client, and this as of the moment of inception of these rights.

### **Attributable failures**

1. If the Client identifies deficiencies in the execution of the order attributable to the Contractor, then the Client will notify the single point of contact/project leader of the Contractor immediately about this, together with the reasons for its complaint. The Contractor shall take the necessary steps to ensure the proper execution of the order.
2. If the Client determines that the execution of the order by a certain employee of the Contractor does not meet the specifications, then the Client will inform the single point of contact/project leader of the Contractor about such within the three working days after this determination has been made, together with the reasons for its complaint. The Contractor, after consultation, will replace the relevant employee with another employee who has equivalent qualifications and expertise, at no additional cost.
3. The Client has the right, in the event of a serious breach of this agreement by the Contractor, such to include the late commencement of the work, not carrying out the work with the specified timeframe, and the delivery of non-conform products or services:
  - to terminate the agreement ipso jure and after the issuing of a notice of default to the Contractor;
  - to continue the contract by concluding an agreement with a third party, at the expense and risk of the Contractor, and without having to take judicial action for such.

4. The Client likewise has the right, if it becomes apparent that the Contractor and/or the subcontractors have not fulfilled their obligation to pay the wages owed to their employees on time, as well as in the event of a written notification by the Social Inspectorate in accordance with Article 35/2 of the Act of 12 April 1965 on the protection of wages of employees, to terminate this agreement with immediate effect, ipso jure, and without any prior notice of default being required.

5. In all cases the Client shall inform the Contractor in writing about its decision, a supporting statement of works will be drawn up, and the Client will charge the Contractor for all damages that it incurs on account of the breach of contract by the Contractor.

#### **Immediate termination clause**

Each party, in the event of serious errors or serious breaches of this agreement by the other party, can terminate this agreement with immediate effect, without a notice of default or the permission of the judicial authorities being required.

#### **Termination**

In addition to the termination of this agreement due to serious errors and termination by mutual consent, either party can terminate this agreement by sending a prior written notice of termination by registered post to the other party taking into account a period of notice of 14 days.

The period of notice shall commence on the first day of the month that follows the date of service of the notice, whereby it is assumed that this service took place on the second working day after the date on which the notice was sent by registered post.

If this agreement is terminated following modalities that are not in accordance with the prior notice requirement, then the party that is responsible for the termination will have to pay the other party a fixed amount of compensation in lieu of notice equal to the contract fee for the period of notice that has not been observed. The fee that is used as the basis for the calculation of the compensation will be the average amount of the fee owed to the Contractor during the six months that preceded the date of termination.

#### **Amendment of the order**

1. If during the execution of this agreement it becomes apparent that the contract needs to be amended or supplemented, either at the request of the Client, on the basis of new information acquired by the Client, to take advantage of new technical developments, or for any other reason whatsoever, the Contractor is obligated to inform the Client immediately about the implications these circumstances will have for the amendment of this agreement, the technical realisation of the contract, the duration of the execution, and the price for such. These changes will be laid down in an appendix to this agreement which is signed by both parties.

2. Any notifications between the Client and the Contractor about changes to the contract will only be valid if they are made in writing.

#### **Applicable laws, competent courts, and deontology**

This agreement, and all disputes that arise in relation to such, shall be governed by Belgian law.

If a dispute arises between the parties about the interpretation, execution, or termination of this agreement, then it is expressly agreed that the court in the district of Antwerp shall have jurisdiction.

The Contractor obligates itself to abide by the rules set out in the Quality Charter of Federgon.

**9. PART H The EU general data protection regulation (GDPR)**

If there is an exchange, processing or consultation in the relationship between Vopak and the supplier, the General Data Protection Regulation (GDPR) may apply.

Vopak has a policy statement which is available to the Supplier upon request. The Supplier shall ensure that it complies with all its obligations under this Regulation. The Supplier shall immediately notify Vopak of any acts, deeds or any form of processing carried out by it or on its behalf of data covered by the GDPR.

In the event of a data breach, the Supplier shall immediately inform Vopak of the nature of the breach and the measures taken to mitigate the damage. To the extent permitted by the AVG, the Supplier shall be fully liable for any damages or consequences resulting from any failure to comply with the GDPR. The Supplier shall notify Vopak if it becomes aware that Vopak is in breach of its obligations under the AVG in any way.