

## **ANNEX 1: GENERAL PURCHASING TERMS AND CONDITIONS OF SODEXO BELGIUM NV FOR THE SUPPLY OF SERVICES**

The below terms and conditions will apply to the Agreement:

### **1. Applicable terms and conditions**

The obligations between Parties with regard to the Services rendered in the framework of the present Agreement are governed solely by the Agreement and the annexes thereto, including the present General Terms and Conditions, which form an integral part thereof.

The Parties declare to have definitively and irrevocably agreed to all provisions of the Agreement.

By consenting to the Agreement, the **SUPPLIER** declares to have read the General Terms and Conditions and explicitly accepts the applicability and the contents of the General Terms and Conditions of **SODEXO** which form an integral part of the Agreement, with the exclusion of any other terms and conditions which cannot apply in the relation between Parties even if such applicability is mentioned in the concerned terms and conditions.

Any provisions set out in documents originating from the **SUPPLIER** will not govern the contractual relation between Parties and will not bind **SODEXO**.

### **2. Obligations of the SUPPLIER**

2.1. The **SUPPLIER** will perform its obligations and supply the Services under the Agreement with the necessary care and dedication and in strict accordance with the provisions and terms and conditions of this Agreement and, more in particular, in accordance with the description of the service, as well as in accordance with legal requirements, trade and market practices and best industry standards in its class.

2.2. Qualified and experienced personnel shall perform with due care and professionalism services of professional quality.

2.3. Given its specialist status, the **SUPPLIER** is required to notify **SODEXO** of all information and data which affect the performance of the obligations within the prescribed period.

Accordingly, the **SUPPLIER** will be required, if needed, to inform **SODEXO** of possible risks related to the performance of the task.

In such case, the **SUPPLIER** will make proposals towards solving the problem in question.

2.4. The **SUPPLIER** will obtain, at its own costs, all certificates, permits and licences which are required by any law or regulation which applies to (i) the Services, (ii) the **SUPPLIER** as service provider in the framework of the Agreement or (iii) the **SUPPLIER** as employer. The **SUPPLIER** guarantees compliance with all such regulations. **SODEXO** reserves the right to request from the **SUPPLIER** a copy of such permits, licenses or certificates at any given moment.

2.5. The **SUPPLIER** undertakes, in accordance with the law of 4 August 1996, to comply with all obligations, concerning the wellbeing of employees in the execution of their work, which are applicable to an employer's installations and which apply to him.

2.6. **SODEXO** will put the **SUPPLIER** of the Services on notice in case such Services do not comply with the abovementioned guarantees in order to remedy the situation as soon as reasonably possible after becoming aware of the default or the non-compliant/faulty performance.

2.7. Should this be needed, the **SUPPLIER** will, on first demand, assist **SODEXO** in responding to questions and complaints of the customers of **SODEXO**.

In the event of a court or arbitration procedure, the **SUPPLIER** undertakes to provide **SODEXO** with all necessary information and will, on first demand, intervene in such proceedings. Failure to do so will, in any case, lead to the **SUPPLIER** being liable for the costs caused by such failure.

2.8. The **SUPPLIER** is not entitled to approach the customers of **SODEXO** during the execution of the Agreement in order to offer his services directly to the customers of **SODEXO**, without the prior written consent of **SODEXO**. This obligation only applies to the services and sites who are included in the Agreement between the **SUPPLIER** and **SODEXO**. Should the customer of **SODEXO** approach the **SUPPLIER** directly then the **SUPPLIER** undertakes to notify **SODEXO** immediately thereof.

In case of breach of this provision, **SODEXO** will be entitled to terminate the Agreement immediately without any compensation being due and will be entitled to be indemnified by the **SUPPLIER** for the damage caused by the **SUPPLIER**.

2.9. **SODEXO** reserves the right to, either itself or through a by **SODEXO** appointed third party, inspect, evaluate and/or test the services on any given moment.

The **SUPPLIER** guarantees its full cooperation in this respect.

2.10. The **SUPPLIER** undertakes to provide, at **SODEXO**'s demand, a free monthly or quarterly report on the Services and turnover per operation to **SODEXO**.

2.11. Should the **SUPPLIER** omit to comply with these obligations, and after a written notice letter of **SODEXO** in which the **SUPPLIER** is given a reasonable term to comply with its obligations, then **SODEXO** will be entitled to take the necessary measures itself or to terminate the Agreement in accordance with article 3.5.

### **3. Liability of the SUPPLIER**

3.1. The **SUPPLIER** is bound to strictly comply with all its obligations set out in the Agreement. Should he fail to do so, the **SUPPLIER** will be held to indemnify and hold **SODEXO** harmless for any consequences of such failures.

3.2. The **SUPPLIER** and/or its subcontractor(s) are liable for any damage caused by the fault or negligence of the **SUPPLIER** and/or its subcontractor(s), save for cases of serious fault, fraud or intentional fault by **SODEXO**.

3.3. In case of damage to third parties caused by the fault or negligence of the **SUPPLIER** and/or its subcontractor(s), the **SUPPLIER** will hold **SODEXO** harmless.

3.4. The **SUPPLIER** is fully liable for the proper performance of the tasks entrusted to it. Should he fail to properly perform its tasks, the **SUPPLIER** will fully indemnify **SODEXO** for any type of damage caused as a result thereof.

3.5. Should the **SUPPLIER**, after having been put on notice by **SODEXO**, omit to remedy the invoked failures and omit to immediately perform the tasks in accordance with the notice, then **SODEXO** has the right to suspend the Agreement and perform the necessary tasks itself or have these tasks, at the cost of the **SUPPLIER**, performed by third parties, this without prejudice to the right of **SODEXO** to terminate the Agreement.

In such case, the **SUPPLIER** exempts **SODEXO** from consulting the **SUPPLIER** regarding the choice or identity of the performing party and the related costs.

3.6. **SODEXO** is not liable for damages or costs incurred by the **SUPPLIER**, except in case of intentional and serious misconduct by **SODEXO**. In no circumstance will **SODEXO** be held liable for any special, incidental or consequential damage, loss of profits or income, loss of or damage to data, any indirect damage or damage as a consequence of a contract, tort or otherwise.

3.7. The **SUPPLIER** commits himself not to employ any workers for the execution of the Services who are citizens of a country outside the European union and are residing illegally in the European Union. If the **SUPPLIER** engages a subcontractor to provide the Services on his behalf, the **SUPPLIER** commits himself towards **SODEXO** that the subcontractor shall undertake the same commitment.

### **4. Insurances**

4.1. The **SUPPLIER** confirms taking out the insurances, as requested by **SODEXO** and as set out below, with a trustworthy and solvent insurer, which are and will remain in force during the term of the Agreement as well as after such term in relation to the services supplied during the course of the Agreement or in relation to products of which the guarantee period runs beyond the term of the Agreement. The **SUPPLIER** will, on first demand, provide **SODEXO** with an extract or sufficient proof of such insurance.

In view of the preceding dispositions the **SUPPLIER** must subscribe at least the following insurances:

#### **4.1.1 Work accidents**

The **SUPPLIER** subscribes an insurance policy in accordance with the applicable laws and regulations guarantees work accidents and accidents suffered by their employees occurred on the way to and from the place of work.

#### **4.1.2 Damage to property**

The **SUPPLIER** undertakes to take an insurance, for both its own activities as those of any of its subcontractors, for damage to property of **SODEXO** and any other third party for a minimum insured amount of € 2.500.000.

#### **4.1.3. Liability insurance**

The **SUPPLIER** will take an insurance, with a certified insurer, for civil liability including insurance for product and service liability and insurance in relation to entrusted property.

Unless otherwise agreed between Parties, the minimum insured amount per incident and per year will be:

- Civil liability for products and services: € 5.000.000 mixed physical damage, damage to property and moral consequential damages;

- Entrusted property: € 300.000;

- Article 544 Civil Code, pure moral damage, damage caused by fire and explosion, environmental damage and damage to property caused by water, fire, smoke, implosion or explosion: € 300.000;

The insurance will cover damage to third parties caused by personnel not employed by the insured company but which is working under the authority, guidance and control of the contractor or a third company.

The insurance will also cover the personal liability of the contractor for faults of his subcontractor, contractor, third company or independent collaborators with whom he works.

The insurance must at least be in force from the date of the Agreement until 3 months after the expiry of the guarantee period. With regard to product and services liability the insurance also covers claims made after termination of the insurance policy.

#### **4.1.4 Professional liability**

The **SUPPLIER** takes out an insurance for professional liability, this is the **SUPPLIER**'s contractual and extra contractual liability for any type of damage caused to third parties as a result of errors, omissions or negligence in the course of its activities.

The coverage thus guarantees the consequences of the mistakes made by the intellectual work which is the subject of the assigned tasks (such as study, design, coordination, supervision, ... of specific works).

Unless otherwise agreed, the minimum coverage of this insurance amounts to at least € 2.500.000 per claim and per year.

4.2. The **SUPPLIER** undertakes to comply with all its obligations as an insured party so as to prevent a suspension, termination or exclusion from insurance coverage.

Likewise, the **SUPPLIER** is bound to immediately inform **SODEXO** of any change which might have an impact on the validity and scope of the insurance coverage. Furthermore, the **SUPPLIER** should declare that the insurance companies were correctly informed on the complete and exact nature of its activities and those of **SODEXO**.

4.3. Failure by the **SUPPLIER** to take out or maintain the above insurances, will constitute sufficient grounds for rescission of the Agreement.

### **5. Invoicing**

5.1. All invoices will be paid no later than sixty days (60) following the end of the month of invoicing.

5.2. In case of dispute of an invoice of the **SUPPLIER**, **SODEXO** has the right to suspend the payment of this invoice, without late payment interests being due, by sending a notification per registered letter which will include in detail the reasons of dispute. The notification will be sent during the thirty (30) days from the date of receipt of the disputed invoice. Without prejudice to any other rights, **SODEXO** commits itself to pay the disputed invoices immediately once the dispute is settled.

### **6. VAT and direct and indirect taxes**

6.1. All amounts, prices, costs, disbursements and income which, on the basis of the Agreement, should be paid for Services, must be indicated in Euro and are exclusive of VAT.

6.2. All direct and indirect taxes due in respect of the supply of the Services are borne exclusively by the **SUPPLIER**.

### **7. Change in law**

7.1. The **SUPPLIER** acknowledges that the Prices, charged in respect of the performance of its obligations under the Agreement, are calculated taking into account the applicable legislation and economic reality which is current on the date on which the Agreement enters into force.

7.2. Should one of the Parties become aware of or expect a change in law, then that Party undertakes to notify the other Party immediately thereof in writing whereby, as detailed as reasonably possible, the specifics of the nature of the change in law and the impact or likely impact of such change in law on the Agreement will be indicated.

Each Party will take all necessary measures and will adjust its activities, systems, procedures and processes and will obtain the necessary consents, permits and licenses in order to comply with the changes in law. The costs and expenses related to the change in law will be borne by the Party that needs to comply with this change in law. The Parties agree that they will cooperate in all reasonableness and in good faith and will make reasonable efforts in order to limit the impact of the change in law and of any other change on the Agreement. Should the change in law result in the agreed Financial Terms, which apply to the Services to be supplied, being apparently unreasonable in comparison to the costs borne by **SODEXO**, then the Parties agree to cooperate in all reasonableness and good faith in order to review the Prices.

### **8. Change of the Parameters and/or the economic circumstances**

8.1. The Parties acknowledge that the conditions for the supply of the Services in accordance with the present Agreement have been set on the basis of information and documents which the **SUPPLIER** has provided to **SODEXO** prior to the entry into force of the Agreement. The **SUPPLIER** warrants that the information provided to **SODEXO** is up-to-date, correct, precise, complete and not misleading.

- In case of incompleteness, incorrectness, omission or mistake of the information provided by the **SUPPLIER**, **SODEXO** will be entitled to adjust the Prices of the Services accordingly or to terminate the Agreement without a notice period or an indemnity in lieu of notice provided such termination is notified by way of registered letter.

- In case one of the Parties becomes aware of or expects a change in the Parameters and/or the economic circumstances, that Party will notify the other Party of such event and such notification should, to the extent available at that time, be supported by facts and figures.

- The impact or the future impact of these changed Parameters on the Costs, the additional expenditure by **SODEXO** as a consequence of the impact on the Services or any loss of income borne by **SODEXO**, will have to be compensated by the **SUPPLIER**.

### **9. Intellectual property rights**

9.1. The intellectual property rights, which prior to the date of entry into force of this Agreement are the property of a Party or belong to a third party but are lawfully used by a Party, will remain the property of this Party or respectively that Party will remain the sole beneficiary of that right of

use. Unless otherwise agreed in the present Agreement, nothing in this Agreement can be interpreted as granting any rights in relation to intellectual property rights of the other Party.

9.2. The **SUPPLIER**, and his subcontractors, grants **SODEXO** and his customers a non-exclusive license free of charge in order to use the Services (and if applicable, the material and equipment) subject to intellectual property rights necessary for the delivery and the receipt of the Services.

#### **10. Confidentiality**

10.1. Each Party shall treat as secret and confidential all information which is provided directly or indirectly by the other Party, a company of the group to which that Party belongs, an employee, partner, associate or subcontractor and all information of which that Party has become aware in the course of the cooperation or which results from this Agreement. The Party may not use or reveal such information without prior written consent of the other Party, unless this is done (i) to the professional advisors of the Parties involved in the drafting, negotiation, performance or interpretation of the Agreement or (ii) in the framework of a judicial procedure. The Parties undertake not to use this confidential information for other means than the performance of their obligations and pursuant to this Agreement.

10.2. This confidentiality obligation applies throughout the term of the Agreement as well as during a term of 5 years following the end of the Agreement.

10.3. The Parties undertake to ensure that their employees and contractors respect and comply with the obligation set out under 10.1 and 10.2 above.

#### **11. SUPPLIER status**

11.1. The present Agreement is entered into by two independent legal persons. The employees, subcontractors or suppliers of one Party can under no circumstances be regarded as employees or contractors of the other Party and there is no relation of subordination between them.

11.2. As such, the **SUPPLIER** will hold **SODEXO** harmless for any obligations and claims imposed or made by Belgian or foreign authorities, for whatever reason, relating to the Services supplied by the **SUPPLIER** under this Agreement.

#### **12. Subcontractors**

12.1. The **SUPPLIER** is not entitled to outsource tasks under the Agreement and to have the organisation and/or performance of such tasks done by a third party or subcontractor without prior written consent of **SODEXO**. In any case, the **SUPPLIER** will inform **SODEXO** at all times about the identity of a subcontractor to whom the **SUPPLIER** wishes to outsource or outsources part of the Agreement.

12.2. In case **SODEXO** consents with the outsourcing, the **SUPPLIER** will not be discharged from his undertakings or obligations under this Agreement and the **SUPPLIER** will remain liable towards **SODEXO** for the actions, faults and negligence of a subcontractor or an employee or agent of the subcontractor as if those actions, faults or negligence were immediately attributable to the **SUPPLIER** or the employees of the **SUPPLIER**.

12.3. The **SUPPLIER** ensures that each subcontractor which is approved by **SODEXO** is aware of and will comply to all conditions and provisions of the Agreement in relation to the performance of that part of the tasks which are delegated to the subcontractor.

#### **13. Force Majeure**

13.1. Neither the **SUPPLIER** or **SODEXO** shall be liable for faulty or late performance of their obligations under this Agreement if their performance was impeded or made impossible due to force majeure as defined below.

13.2. "Force majeure" covers all unforeseen and unavoidable events which are not the consequence of a fault or negligence of the Party invoking force majeure and which cannot be prevented by that Party or in relation to which that Party cannot take reasonable measures (including, but not limited to strike, a company sit-in, natural disasters, war, fire, storm, flood, explosion as well as the impossibility to obtain or maintain necessary authorisations or permits). The Party invoking the force majeure shall, as soon as reasonably possible, notify the other Party and will comply with all its obligations as soon as the cause of the force majeure is eliminated. The other Party is also exempt from complying with its obligations until the above mentioned cause is eliminated. Should the force majeure not allow partial performance and last for more than one (1) month, then each Party has the right to terminate the Agreement without any notice period or indemnity in lieu of notice, provided this is done by way of registered letter. The aforementioned is without prejudice to the prior mandatory payment for Services already rendered.

#### **14. Termination by law**

14.1. The Agreement can be terminated by one Party, at the detriment of the other Party but without a prior notice or judicial intervention, by law provided this termination is notified by registered letter, in the following circumstances:

- any breach, by one of the Parties, of its obligations under this Agreement which, despite written request by the other Party in which the breach is specified, is not remedied within the given timeframe;
- in case a Party files for bankruptcy (or is forced into a bankruptcy procedure), in case an extrajudicial settlement agreement is agreed with one or more creditors or an administrator, judicial mandate holder, *ad hoc* mandate holder or a similar mandate holder is appointed who takes over the duties of the management;
- non-insurance or insufficient insurance or non-payment of the insurance premium in the framework of the risks related to the performance of the Agreement.

14.2. The Agreement will immediately be terminated by law and without prior notification in case **SODEXO**, in accordance with the Law of 29 March 2012 amending the Law of 12 April 1965 regarding the joint liability for the payment of wages, receives a notification of the social inspectorate in relation to the existence of a gross infringement in relation to the payment of wages by the **SUPPLIER** or by one of its subcontractors. The **SUPPLIER** will furthermore see to it that the possibility to terminate the agreement by law on those same grounds is stipulated in its agreements with its own subcontractors.

#### **15. Miscellaneous**

15.1. Each provision set out in the Agreement will be interpreted as independent of any other provision, so that, if any provision of the Agreement is void or unenforceable, the other provisions set out in the Agreement will remain in full force and effect. Parties will in such case consult each other in order to reach a replacing arrangement provided that the Agreement does not lose its overall nature.

15.2. Each Party will bear its own costs incurred as a consequence of or with regard to the negotiation, the preparation and performance of the Agreement.

15.3. The Agreement is exclusively governed by Belgian law.

15.4. In case of any dispute related to the performance and/or interpretation of this Agreement or arising out of the termination of this Agreement for any reason whatsoever, the courts of Brussels will be the exclusively competent courts.