

## **GENERAL TERMS AND CONDITIONS OF PURCHASE (Version 2026)**

These terms and conditions govern any order for goods or services placed by SOLAREC (hereinafter referred to as "**Buyer**") or any company affiliated.

Any prior agreement and terms and conditions of the Supplier including any terms printed on its invoices are null and void and therefore do not apply.

In these General Conditions, "**Supply**" shall mean both the materials to be supplied by the Supplier and the documents and services or work to be performed by the Supplier in accordance with the terms of the order or the contract, the special conditions of which shall take precedence over these General Conditions.

### **1. FORMATION AND MODIFICATION OF THE CONTRACT**

Verbal business transactions are subject to written confirmation. This requirement also applies to any changes to the contract. Full acceptance by the Supplier shall always be in writing. If the Supplier accepts the purchase order subject to a reservation, the Buyer shall only be bound by this reservation after accepting it in writing. If the Supplier does not accept the reservation in writing within 10 working days, the Buyer shall not be bound by the reservation.

### **2. OBLIGATION OF INFORMATION**

Before accepting the contract or order, the Supplier undertakes to provide the Buyer with complete, accurate, and up-to-date information concerning the Supply, including in particular (1) Technical and functional characteristics (2) Safety conditions (3) Any shortcomings or limitations, taking into account the Buyer's intended use.

The Supplier must, where applicable, request from the Buyer the information necessary to ensure compliance with the intended use. This obligation to provide information shall remain in force throughout the performance of the contract/order and after delivery. The Supplier must (1) Respond without delay to any request for information from the Buyer (2) Immediately inform the Buyer of any changes or new information relating to the characteristics, use, or shortcomings of the Supply (3) Report any exceptional logistical or transport requirements in order to meet the agreed deadlines; (4) Authorize any inspection enabling the Buyer to verify the conformity and proper performance of the Supply.

### **3. EXECUTION OF THE ORDER**

#### **Obligation of Result**

The Supplier guarantees compliance with the terms of the order/contract (deadlines, delivery, conformity, performance). In the event of a risk of delay or non-performance, it must immediately inform the Buyer in writing, specify the consequences, and propose corrective measures at its own expense. Failure to comply, entitles the Buyer to terminate the contract and/or the order and to claim damages.

#### **Compliance and quality**

The Supply (including documentation and software) shall be new, free of any apparent or hidden defect, in strict compliance with all administrative, commercial and technical

requirements of the order/contract, applicable legislation and the state of the art.

In addition, the Supplier shall comply with all regulations applicable to it, including but not limited to social and fiscal regulations, economic sanctions, export controls, and human rights regulations.

#### **Monitoring and control**

The Supplier will regularly report on progress and participate in organizational meetings as requested by the Buyer and at no additional cost and allow the Buyer to check the status of performance at any time at its premises or those of its subcontractors.

#### **Documentation and accuracy**

The Supplier shall verify the completeness and accuracy of the documents provided by the Buyer and report any anomalies within 10 days.

#### **Safety, environment, and regulations**

The Supply must comply with all laws and standards relating to safety, hygiene, and the environment, and must be accompanied by instructions and a technical file. In the event of on-site intervention, the Supplier shall apply local regulations and impose them on its subcontractors.

#### **Authorization and regulatory compliance**

The Supplier shall hold all necessary approvals, licenses, and permits, maintain a quality system that complies with standards, and strictly comply with export control rules. The duly completed ECCF form is a prerequisite for signing the end-user certificate.

#### **Liability**

The Supplier shall be liable for any damage resulting from failure to fulfill the above obligations. Failure to comply shall entitle the Buyer to terminate the contract immediately and claim damages.

### **4. SUPPLIERS' AND SUBCONTRACTORS' STAFF**

For services and work, the Supplier warrants that the identity of its employees and subcontractors has been checked in accordance with legal requirements and that all necessary work permits have been issued, professional qualifications and/or clearances have been verified and the necessary confidentiality agreements have been signed. Upon request by the Buyer, the Supplier shall provide proof of the above. The Supplier shall indemnify the Buyer and its clients against all actions and other proceedings which may be brought against them arising out of the Supplier's failure to comply with any regulatory provision applicable to its staff, including, but not limited to, any provision relating to the provision or secondment of staff. The Supplier shall bear all direct and indirect consequences to the Buyer and its clients resulting from such actions and proceedings. The Supplier is fully responsible for the performance of its obligations under the contract and is solely and fully responsible for its staff. The Buyer's general directions or instructions are without prejudice to the Supplier's responsibilities with respect to the performance of the order or its staff. In no case shall the Supplier's and/or its subcontractors' staff be subordinate to the Buyer.

## **5. BUYER'S PLANS, DOCUMENTS AND SOFTWARE**

All drawings, documents and software provided to the Supplier shall remain the property of the Buyer. They may not be copied or communicated to third parties or used for purposes other than the contract without the Buyer's written permission. Any breach of this obligation shall the Buyer to terminate the order and to claim compensation. They shall be returned in good condition at the latest with the Supply and/or destroyed.

## **6. INTELLECTUAL PROPERTY**

The Supplier warrants that the Supply and the use thereof do not infringe any patent, trademark, industrial design or model, and more generally any industrial or intellectual property right or exclusive right of use that may be claimed by a third party. The Supplier shall indemnify the Buyer and its clients against all infringement actions and other proceedings that may be brought against them arising from the use of all or part of the Supply. The Supplier shall bear all direct and indirect consequences resulting for the Buyer and its clients from such actions and proceedings. The price of the order includes the granting to the Buyer and its clients the right to use all the above-mentioned intellectual property rights.

## **7. TIME LIMITS - NON-PERFORMANCE OF THE ORDER**

The deadlines are imperative and essential to the contract. Any delay gives the Buyer, without the need for a formal notice, the right, at its discretion to (1) terminate upon simple notification all or part of the order and/or (2) to have the Supplier replaced at the expense and risk of the latter, (3) to automatically apply as penalties a deduction of 2% of the total amount of the order/contract per week of delay, with a maximum of 10% and (4) moreover, to obtain damages corresponding to the actual loss suffered by the Buyer.

In general, if the Supplier fails to perform all or part of its obligations, the Buyer has the right, after formal notice and without judicial intervention, to make up for the failure of the Supplier, at the expense and risk of the latter, without prejudice to any damages. The same shall apply if the Buyer has good reason to fear that the Supplier will not perform its obligations or a substantial part thereof or that the Supplier is subject to seizure, direct action or is in a state of suspension of payments or undermining of its credit. Any event which may affect the performance of the order must be notified to the Buyer in writing within 3 calendar days of its occurrence.

## **8. ORDER VARIATIONS**

Any modification or variation to the contract and/or the order may only be made in writing and only with the prior written consent of the Supplier and the Buyer.

## **9. DELIVERY**

The Supply shall be delivered at the place and in the manner specified in the special conditions of the order or as subsequently specified. Unless otherwise specified in the order, the Supply shall be delivered DDP (Delivery Duty Paid - Incoterm 2020 - Delivered Duty Paid at the agreed destination) and shall always travel at the Supplier's risk.

The Supplier shall attach to the Supply all transport and delivery documents drawn up, if any, in strict compliance with the specifications and prescriptions mentioned in the

special conditions of the order. In the event of failure to comply with these specifications and requirements, the Supplier shall bear all the consequences of its omissions, delays or errors. As regards the delivery of the Supply, only a duly drawn up document issued by an authorized representative of the Buyer or that of its appointed intermediary shall be valid as a discharge.

## **10. GUARANTEE**

Without prejudice to the legal warranty against hidden defects and the specific warranties defined in the special conditions of the order, the Supplier warrants the Supply, for a period of twenty-four (24) months from the date of acceptance as defined in the special conditions, against any defects in design, execution, material, manufacture or assembly. It undertakes to correct the defects by repairing or replacing, at the Buyer's discretion, the defective Supply as soon as possible, all costs, including disassembly, reassembly and transport, being at its expense. Any replaced or repaired Supply shall be subject to a new twenty-four (24)-month warranty. If the replaced Supply is essential for the operation of the equipment, the entire equipment shall be warranted for a new twenty-four (24)-month period, excluding the shutdown period.

## **11. PRICE - INVOICING - PAYMENT**

The price fixed in the order is firm and non-revisable.

Invoices shall be payable within sixty (60) days from the end of the month following the date of the invoice in accordance with the payment terms set forth in the order and provided that the Supplier has complied with its own contractual obligations. All invoices shall be drawn up in the currency specified in the order and shall be sent to the Buyer's Accounting Department together with all necessary supporting documents ([comptabilite@solarec.be](mailto:comptabilite@solarec.be)).

Invoices must include, in addition to the legal information, at least the following information: the Buyer's references, bank address, object, date and number of the order, precise description of the corresponding services, deposit or balance requested and the level of completion to which it is linked. In no case shall the Supplier be entitled to invoice additional or complementary supplies or services, unless these have been the subject of a prior written order to the Buyer in accordance with Article 8. In the event of non-performance by the Supplier of any of its obligations, the Buyer may suspend payment of invoices sent by the Supplier and set off against its own claims against the Supplier. A payment does not imply a waiver of the rights that the Buyer could assert against the Supplier, in particular as regards penalties or call for guarantee.

## **12. TRANSFER OF OWNERSHIP - LIABILITY - INSURANCE**

The transfer of ownership of the Supply to the Buyer takes place as and when the Supplier performs the services of the order and, in any event, on the date of receipt of the Supply, it being understood that the Supplier remains in any event responsible for the full performance of its obligations and that the risks inherent in the Supply remain with the Supplier until the date of its receipt, without reservation, by the Buyer and its clients.

The Supplier remains solely and personally liable to the Buyer and/or its clients as well as to third parties for all damage caused by itself or its employees or subcontractors. The Supplier shall take out with a first-class insurance company all insurance policies necessary to effectively cover the risks relating to its liability, up to an amount compatible with its contractual responsibilities. The Supplier shall at all times provide evidence of its insurance cover, which is an essential element of the contract, failing which the Buyer reserves the right to cancel the order to the detriment of the Supplier.

### **13. CONFIDENTIALITY**

Unless otherwise agreed, the Supplier is bound, for itself, its employees, its subcontractors and its Suppliers, to an obligation of secrecy and non use for the benefit of third parties of all confidential information to which it will have access on the occasion of the order. All information relating to the business of the Buyer as well as to the techniques and know-how used or developed by the Buyer are subject to the obligation of confidentiality of the Supplier who shall refrain from using the said information for any other purpose than the performance of the contract. In turn, the Supplier shall obtain the same undertaking of secrecy and restriction of use from its personnel and subcontractors. This obligation of confidentiality shall remain in effect even after the expiration of the contract.

### **14. FORCE MAJEURE**

Force Majeure is an exceptional event or circumstance that makes it temporarily or permanently impossible, in whole or in part, to perform the obligations of the contract and:

- which is beyond the control of the Supplier and/or the Buyer;
- which the prevented party could not reasonably have foreseen before entering into the contract and ;
- which, having occurred, could not reasonably have been avoided or overcome by the action of the prevented party.

Force Majeure may include, but is not limited to, exceptional events or circumstances of the type listed below:

- War, hostilities (whether war is declared or not), invasion, act of foreign enemies,
- Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, riot, civil commotion, disorder, strike or lockout;
- Natural disasters such as earthquake, hurricane, typhoon or volcanic activity;
- Health crises, epidemics, pandemics and their consequences ;
- Government action (fait du prince), acts of authorities such as suspension or withdrawal of a license, notwithstanding the diligence of the Party concerned.

The party invoking an event of Force Majeure shall promptly notify the other party and inform it of the probable duration of its effects. It shall use its best efforts to minimize the consequences. Each party shall bear its own costs. If the consequences of the Force Majeure continue for more than 3 months, the Buyer shall have the right to terminate the order without consideration or compensation due to the Supplier.

Strikes that only occur at the Supplier and/or its subcontractors and/or its Suppliers are not considered as Force Majeure.

### **15. TERMINATION**

In these two following situations, the Buyer may declare the immediate termination of the order/contact to the fault of the Supplier:

- Such a serious breach of contract on the part of the Supplier that the continuation of the order is no longer reasonably practicable;
- The declaration of bankruptcy of the Supplier, or any equivalent decision but not limited to, a judicial reorganization procedure, and by the competent court and the declared refusal of the liquidator or ad hoc representative to continue the execution of the order.

In the following situations, the Buyer may declare the immediate termination of the order/ contract if the situation has not substantially improved :

- Failure to remedy a breach of contract within 10 days of notification;
- The declaration of bankruptcy of the Supplier (as a result of its own declaration or creditor's suit) or any equivalent decision by a competent authority, and as a result of such decision either the failure of the liquidator or the ad hoc trustee to take a position on the continuation of the contract within 20 days of the request to do so, or the fact that the Supplier will not reasonably have the means to complete the contract under acceptable conditions.

If the order/contract is terminated as a result of a default attributable to the Supplier, the Supplier shall within five (5) working days provide all documents and information relevant to the continuation of the contract by a third party chosen by the Buyer. The Supplier shall forward within the same period of time copies of the subcontracts to allow examination by the Buyer and, if necessary, the resumption of the work. The Supplier shall be liable to the Buyer for all costs and expenses incurred in completing the work.

### **16. SUBCONTRACTING - ASSIGNMENT**

The Supplier may only subcontract all or part of the contract to third parties with the prior written consent of the Buyer, which shall not unreasonably withhold such consent. Such subcontracting shall be at the risk of the Supplier and shall not limit its obligations. The Supplier shall ensure that subcontractors are bound by the order of the Buyer and the Supplier. The Supplier undertakes not to subcontract beyond the first level and shall ensure that its subcontractors do not subcontract its rights and obligations to other subcontractors for the performance of the work/services, in part or in full.

The Supplier may not assign its rights and obligations under the contract to a third party without the prior written approval of the Buyer which shall not unreasonably withhold or delay such approval.

### **17. ETHICS AND ENVIRONMENTAL RESPONSIBILITY**

The Supplier is informed that the Buyer has made commitments to ethics, social and environmental responsibility in the main contract with its client. The Supplier agrees to abide by the same commitments as those adopted by the Buyer. The Buyer will provide a copy of these commitments at the first request of the Supplier. If the Buyer

has not made any ethical commitments to its customer in the main contract, the Supplier agrees to comply with the Buyer's ethical policy which can be found on the Buyer's website at the following URL : [www.solarec.be](http://www.solarec.be). The same applies to the social and environmental policy.

#### **18. CYBERSECURITY**

The Supplier warrants that all software and/or systems it provides and/or uses and/or makes available to the Buyer for the Supply shall at all times be sufficiently safe and secure, protected against digital threats (such as viruses, spyware, spam, phishing and rootkits) and/or other types of threats that compromise or are likely to compromise the confidentiality, integrity and/or availability of the assets or network or other parts of the Buyer's information system. In this context, the Supplier shall fully indemnify the Buyer for the consequences thereof and shall be obliged to compensate the Buyer for losses suffered and costs incurred in connection with and/or arising therefrom.

#### **19. PERSONAL DATA PROTECTION**

Laiterie des Ardennes Group company referred to in this document receives personal data from the Supplier, including in the context of a request for a quotation or an order for the provision of a service and/or supply of products. The processing of such personal data is necessary for the performance of the commercial and contractual relationship between the Supplier and the Buyer.

This data is not transmitted to any third party with the exception of public administrations responsible for taxation and social security, accountants and advisers of the Buyer.

This data is kept for a maximum period of 10 years from the end of the commercial relationship. The Supplier may contact the Buyer to exercise the following rights: a request for access to or rectification of personal data; a request for erasure of such data; a request to restrict the processing of your data; an objection against the processing of such data; a request for the transfer of such data. Any request concerning the processing of personal data by the Buyer can be addressed to [j.poncelet@laiteriedesardennes.be](mailto:j.poncelet@laiteriedesardennes.be) (DPO). The Buyer will comply with the request within the limits of the applicable regulations. If the Supplier believes that the Buyer is not acting in accordance with the legislation, the Supplier is informed that it can file a complaint with the competent supervisory authority.

If, in the course of our business relationship, the Supplier is required to process personal data entrusted to it by the Buyer, the Supplier will ensure the confidentiality and integrity of such data and will limit its retention to the period strictly necessary for the performance of the contract. The Supplier irrevocably undertakes to comply with all obligations arising from Regulation (EU) 2016/679 - General Data Protection Regulation "GDPR".

#### **20. SURVIVAL**

The provisions of these General Conditions which by their nature remain valid after the termination of the contract for any reason whatsoever, shall remain in effect until fully performed, including provisions relating to confidentiality, applicable law and litigation, warranty, non-compete, indemnification, intellectual property rights.

#### **21. BURDEN OF PROOF**

In the event of a dispute or litigation, the Supplier shall bear the burden of proving that it has fulfilled its obligations quantitatively and qualitatively.

#### **22. FRAUD & CORRUPTION**

The Supplier must prevent payment fraud and inform the Buyer immediately if they suspect any. The Supplier must not offer, give or accept any benefit (such as a gift, commission or gratuity) in connection with the award or performance of a contract. The Supplier guarantees that it has not paid any commission to a Buyer representative. If this guarantee is breached, the Buyer may terminate the contract and claim compensation for all costs and damages incurred.

#### **23. JURISDICTION - APPLICABLE LAW**

Unless otherwise provided in special conditions, the law of Belgium shall apply exclusively to all agreements, requests for quotations and proposals covered by these general conditions of purchase, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on 11 April 1980. All disputes arising out of or in connection with these terms and conditions or the order shall be finally settled by the competent states courts of Liege (Belgium).