



## **BNP PARIBAS FORTIS SA/NV GENERAL PURCHASE CONDITIONS (GOODS & SERVICES)**

### **1. PREAMBLE**

#### **1.1. Applicability**

These General Purchase Conditions are applicable to consultations (requests for proposals or other similar procedures), offers (as a reaction to a request for proposal or otherwise) as well as to Contracts having in view Purchase Orders for Goods and/or Services, by a Customer.

#### **1.2. Definitions**

In this document, the words and expressions mentioned below shall have the following meanings:

- **Authorised Representative:** the natural person(s) who is (are) allowed to lawfully represent a Customer.
- **Contract:** the agreement governed by these General Purchase Conditions, concluded between a Supplier and a Customer having as subject a Purchase Order of Goods and/or Services.
- **Customer:** BNP Paribas Fortis NV of other entity belonging to the Group issuing the request for proposal or subscribing the Purchase Order.
- **Agreement:** any document, irrespective of its form, establishing the conclusion of the Contract (for example, the Purchase Order form of the Customer accompanied by, according to the circumstances of the case, an offer, the tender sent in, or the conformable acceptance of the Supplier; or a document, signed by the Customer and the Supplier, establishing the conclusion of the Contract).
- **Deliverables:** the result of the Services to be delivered by the Supplier or any of its subcontractors pursuant to the Contract.
- **General Purchase Conditions:** the present general purchase conditions, which are applicable to all Purchase Orders for Goods and/or Services by a Customer, unless explicitly contravened.
- **Goods:** movables.
- **Group:** the group of companies BNP Paribas Fortis SA/NV belongs to. BNP Paribas Fortis SA/NV is a public company with limited liability under Belgian law (société anonyme/ naamloze vennootschap), VAT-number BE 0403.199.702, RPM Brussels, having its registered office at 1000 Brussels, Montagne du Parc/Warandeborg 3. The notion of Group shall be interpreted in accordance with the meaning of group as defined in article 2, § 12 of European Directive 2002/87/EC of 16 December 2002.
- **Intellectual Property Rights :** (a) copyright, patents, database rights and rights in trade marks, designs, know-how and trade secrets (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.
- **Normal Business Hours:** the normal business hours are from 09.00 to 16.00 hours on a Working Day.
- **Privacy Protection Law:** all rules applicable in Belgium with regard to the privacy, confidentiality and security of personal data, including – but not limited to – the Law of 8 December 1992, EU Directive 95/46 of 24 October 1995 (and, as soon as applicable, EU Regulation 2016/679 of 27 April 2016) and the E-privacy Directive 2002/58.
- **Purchase Order:** a Purchase Order for Goods and/or Services. The notion Purchase Order includes both the pre-contractual and the contractual Purchase Orders. Pre-contractual Purchase Orders are orders, which are yet to be accepted by the Supplier. Contractual

Purchase Orders on the other hand mainly cover the orders which have been simultaneously accepted by the Supplier and which therefore constitute the Contract; they may also refer to Purchase Orders which have been issued fully in accordance with the offer of a Supplier, within the acceptance period stated in said offer.

- **Relevant Persons:** the Supplier's Employees who, in the course of their assignment to the Customer, may either have a conflict of interest, have access to inside information concerning issuers of financial instruments or financial instruments, or to information relating to orders from the Customer's clients, or have access to other confidential information relating to clients of the Customer or to transactions with clients of the Customer or on behalf of clients of the Customer. This in accordance with the Royal Decree of 3 June 2007 setting out the rules and modalities for the transposition of the Markets in Financial Instruments Directive.
- **Service:** all provision of services, either material or intellectual and the Deliverables to be delivered within its scope.
- **Supplier:** the vendor; the service provider or the contractor entering into a Contract with the Customer.
- **Supplier's Employees:** The partners, directors, staff and/or assistants to be deployed by and working under the responsibility and authority of the Supplier for the provision of the Services, and/or the independent consultants and/or subcontractors working under the responsibility of the Supplier for the provision of the Services.
- **Working Day:** all days of the week except for Saturdays, Sundays, Belgian public holidays, and (sector-based) holidays which are applicable to the Customer.

#### **1.3. Interpretation**

No provision of these General Purchase Conditions or of the Agreement shall be interpreted adversely against a party solely because that party was responsible for drafting that particular provision. Words denoting the singular shall include the plural and vice versa. Grammatical variants of a defined term shall have the meaning set out in the relevant definition as adjusted to reflect reasonably the variance and the context of the use of the variant. The words "include", "included" or "including" are used to indicate that the matters listed are not a complete enumeration of all matters covered. References to articles are references to articles in these General Purchase Conditions, unless indicated otherwise. The headings in these General Purchase Conditions and in the Agreement are for construction purposes as well as for reference.

### **2. GENERAL PURCHASE CONDITIONS APPLICABLE TO PURCHASE ORDERS FOR BOTH GOODS AND SERVICES**

#### **2.1. Consultations and offers**

The issue of a consultation (a request for proposal or other similar procedure) is optional. It shall in no way result in the conventional application by the parties of the regulations on public tenders. The Customer shall not enter into any engagement by issuing a consultation. In particular, it follows:

- The consultation does not constitute any engagement on the Customer's part, neither contractually nor extra-contractually;
- The Customer has the right to withdraw the consultation or to change its conditions, at any moment and without previous notice and without compensation.
- The Customer preserves the right to enter into an agreement at its own discretion with the Supplier of its choice, tenderer or not, and without being obliged to motivate or justify this choice;

- The tenderer that was not elected shall in no way be entitled to claim damages at the Customer's expense.

Offers issued by the Supplier are considered to be irrevocably binding for a period of at least ninety days, starting from the date of receipt by the Customer, unless agreed otherwise in writing.

With the exception of VAT, the price mentioned in the offer by the Supplier is considered to include all fiscal and other charges concerning the Goods and/or Services, as well as all costs for the production, the delivery, the transport, the conditioning, the packaging (and its removal and disposal), the insurance, the import and/or export, the safety measures, if any, and, if necessary, the assembly, testing and/or putting into production, in order to deliver the Goods and/or Services at the site indicated by the Customer. This account is indicative, not exhaustive.

The general (sales or contracting) conditions of the Supplier shall not be applicable to the consultation.

## 2.2. Conclusion and proof of the Contract

The Contract is concluded by the Supplier's acceptance of the Customer's Purchase Order.

The acceptance by the Supplier may be explicit or tacit. In any case, the mere act of delivery of the Goods or the start of the execution of the Services is considered to be an acceptance of the Purchase Order by the Supplier. A Purchase Order is also considered to be accepted if the Supplier did not reject said Purchase Order in writing within five Working Days from its sending date. In case the Customer requested a confirmation in writing from the Supplier, the Contract shall not be brought about until the Customer receives this confirmation.

The Contract can also be concluded while no previous, formal, specific Purchase Order was necessarily issued. A Purchase Order may simultaneously be accepted by the Supplier and thus constitute the Contract. Moreover, the Purchase Order shall be considered accepted by the Supplier if it is fully in accordance with the Supplier's offer and if it is issued within the acceptance term dictated in the offer.

Until the acceptance from the Supplier, the Customer shall have the right to withdraw the Purchase Order by a simple notice. Contrary to the first paragraph of this article, the Customer reserves the right to cancel by a simple notice, ipso iure and without compensation, any Purchase Order for which he did not receive an acceptance in writing.

Notwithstanding the stipulations in the second paragraph of present article, the Purchase Order can be proven exclusively by an Agreement.

To validly bind the Customer, the Agreement shall be signed by an Authorised Representative. As a result, oral Purchase Orders or Purchase Orders in writing which are not signed by an Authorized Representative shall in no way bind the Customer nor constitute any civil liabilities.

## 2.3. Components of the Contract – Priority order

The Contract consists of the following components:

- The Agreement;
- Present General Purchase Conditions.

In case of contradictions between the Agreement and the General Purchase Conditions, the Agreement shall prevail.

In case the Agreement consists of various contractual components, the following descending order of priority shall apply:

- The Purchase Order of the Customer;
- The appendices of the Purchase Order of the Customer;
- The Customer's request for proposal, if relevant;
- The Supplier's offer.

The contravening clauses, which are put aside pursuant to the order above, are considered to be null and void, and as a result shall in their turn not predominate other clauses which would be in a lower rank pursuant to same order.

## 2.4. Exclusion of general and/or particular conditions of the Supplier

The general (sales or contracting) conditions of the Supplier shall not be applicable to the Contract. Any stipulation or condition with respect hereto, mentioned in invoices, correspondence or any other documents issued by the Supplier will be considered to be non-existent and may not be invoked against the Customer. In this

respect, the acceptance and/or the execution of any Purchase Order from the Customer shall constitute irrefutable proof that the Supplier agrees without reserve with present General Purchase Conditions.

Proprietary reservations made by the Supplier are not applicable pursuant to present article. Such a reservation is herewith explicitly rejected by the Customer, and this rejection is accepted explicitly and without any reservation by the Supplier.

Deviations from these General Purchase Conditions are valid only if and insofar these deviations are agreed upon explicitly and in writing. If parties agree in writing to make contradictory clauses to these General Purchase Conditions, these General Purchase Conditions shall for the rest remain into force, even if this is not expressly stated.

## 2.5. Delivery

### 2.5.1 Contractual term of delivery

The contractual (delivery) terms and/or schedules shall be stipulated in the Agreement and are absolute deadlines. All deliveries of Goods and/or Services shall be executed on a Working Day, during the Normal Business Hours.

The Customer has the right to postpone the contractual delivery date with a three Working Days prior notice.

The Customer may allow the Supplier an extension of the contractual (delivery) term, if an outside cause not imputable to the Supplier prevents the delivery within the said term. Except for cases of extension of the contractual delivery date at the Customer's request, the Supplier shall promptly inform the Customer of the causes which prevent the delivery within the contractual term of delivery. The Supplier shall forthwith confirm this information by registered mail, and shall propose an alternative term. The Customer shall give the Supplier notice of its decision in writing.

The moment of delivery shall be the time at which the Goods are delivered at the site indicated by the Customer, and are completely at the Customer's free disposal. If the assignment consists of the execution of Services, the moment of delivery shall respectively be the time at which the works are completed or provided.

### 2.5.2 Object and location of delivery of Goods and/or Services

The object of the Goods and/or Services to be delivered by the Supplier, as well as the delivery address and the delivery site shall be specified in the Agreement.

### 2.5.3 Removal and disposal of waste

On the day that the Supplier delivers or installs the Goods, except if the Goods are taken in stock by the Customer, or performs the Services the Supplier will take back the packaging materials. The Supplier will see to it that these packaging materials will be removed and disposed of in conformity with the then current regulations.

### 2.5.4 Documentation

The Supplier has the obligation to provide the Customer, in writing or electronically, with all information (among other things, the product's compounds), documentation, data etc., which the Customer reasonably needs in order to have the optimum use of the Goods and/or Services. This information, documentation etc. shall be provided in the language(s) requested by the Customer. The Supplier also has the obligation to render all supplementary Services necessary to enable the Customer to have the optimum use of the Goods and/or Services. Connected costs shall be included in the price as mentioned in the articles 2.1 and 2.6.

### 2.5.5 Moratory compensation

In case the contractual delivery term is exceeded, whether or not extended pursuant to the stipulations above, the Supplier shall incur, ipso iure and without prior serving notice, all damages to be calculated according to the following formula, while the resulting amount shall not be less than EUR 125,00 (one hundred and twenty five euro):

$C = P \times D / 200$ , where

C = the amount of the compensation;

P = the price, excluding VAT, of the Goods and/or Services delivered late;

D = the amount of calendar days of the delay.

In case of termination of the Contract, the moratory damages shall apply until the day the termination comes into effect.

## 2.6. Price

The agreed price is fixed, final, irreversible, and expressed in euro.

With the exception of VAT, the price is considered to include all fiscal and other charges concerning the Goods and/or Services, as well as costs for the production, the delivery, the transport, the conditioning, the packaging (and its removal and disposal), the insurance, the import and/or export, the safety measures, if any, and, if necessary, the assembly, testing and/or putting into production, in order to deliver the Goods and/or Services at the site indicated by the Customer. This account is indicative, not exhaustive.

The sums due by the Supplier to the Customer, for whatever reason, shall, as a settlement of debts, be deducted from the purchase price; this clause is particularly relevant to the damages clauses provided in present General Purchase Conditions.

## 2.7. Payment

Payments shall exclusively be made:

- (a) Upon submission of a legally valid invoice; a legally valid invoice is an invoice compliant with legal requirements, among others with VAT requirements.
- (b) After acceptance of the Goods and/or Services.
- (c) Thirty days from the fulfilment of (a) and (b) above.

The Customer does not accept Goods sent cash on delivery.

Invoices must be sent to the address specified in the Agreement and must at least contain the following references, without prejudice to relevant legal requirements:

- The Purchase Order number;
- The date and place of delivery;
- The name, identification number and unit price of each article;
- The overall price, excluding VAT, expressed in euro.

Any invoice that does not comply with the requirements specified in this article shall suspend the start of the due term of the price and shall consequently in no way give rise to claims for interest on overdue payments.

The invoice may be sent in pdf format to the following email address: [invoiceprocessing@bnpparibasfortis.com](mailto:invoiceprocessing@bnpparibasfortis.com). In that case, the following directives must be complied with:

- only one invoice per PDF-file and per e-mail, where the first page of the PDF-file has to be the invoice. Any attachment have to be sent in PDF-format in the same e-mail as the relevant invoice;
- no paper invoice may be sent anymore;
- the e-mail has to be sent directly from an e-mail address that clearly belongs to the Supplier.

The Supplier may send a mail to [Vendorrelations@bnpparibasfortis.com](mailto:Vendorrelations@bnpparibasfortis.com) for its questions on invoices.

If the Customer fails in its obligation to pay on time, the Customer shall only be liable to pay interest for overdue payment to the Supplier on the amount owed to the Supplier, but only after the Supplier has issued notice of default in writing to the Customer and the Customer has not appropriately acted upon such notice within a period of 15 (fifteen) calendar days. The parties agree that the interest for overdue payment will amount to the interest rate applied by the European Central Bank to its most recent main refinancing operation, carried out before the first calendar day of the half-year in question, increased by 4 per cent. This interest rate applied by the European Central Bank to its most recent main refinancing operation shall be interpreted in conformity with article 3, paragraph 1, sub d) of Directive 2000/35/EC of the European Parliament and of the Council of 29 June 2000 on combating late payment in commercial transactions.

## 2.8. Intellectual Property Rights

### 2.8.1 Property

All Intellectual Property Rights belonging to a party prior to the date of commencement of the Contract shall remain vested in that party.

With exception of commercial off-the shelf software products, and unless explicitly otherwise agreed upon in writing, all Intellectual Property Rights in or to Deliverables shall vest in the Customer unconditionally and immediately on their creation. The Customer grants to the Supplier with the right to sub-license to any subcontractor of the Supplier a royalty-free, non-exclusive, non-transferable licence to use the Deliverables during the term of the Contract to the extent that such use is necessary to provide the Services.

The Supplier hereby irrevocably acknowledges that all Intellectual Property Rights to data or any other information transferred by the Customer to the Supplier shall remain vested in the Customer.

### 2.8.2 Indemnity

The Supplier shall indemnify the Customer against all claims instituted for any liability arising out of an infringement or alleged infringement of Intellectual Property Rights caused by the use of the Goods or Services. The Customer shall immediately notify the Supplier of such claim.

In case the Customer has to cease the use of the Goods and/or Services or components thereof pursuant to such claim or to a judicial decision thereon, the Supplier shall, at its own expense and in consultation with the Customer:

- Either obtain on behalf of the Customer a right to continue the use of the Goods and/or Services;
- Or adjust or replace the Goods and/or Services in order to end the infringement;
- Or take back the infringing Goods or discontinue providing the infringing Services and credit the Customer for amounts paid pursuant to the Contract;

all without prejudice to the Customer's right to full compensation for damages suffered by him.

The obligations stipulated in this article 2.8 shall remain in force after the Contract is terminated, regardless of the reason for the termination.

### 2.9. Trademark

The Supplier may not use the Customer's and / or Group's logos and trademarks or the Customer as a reference without an express prior written approval of the Customer.

If the consent of the Customer for the use of a trademark or logo is given, the Supplier has to follow the guidelines and instructions of the Customer concerning this use.

In case of violation of this present article, a fixed compensation shall be due by the Supplier, ipso iure and without prior given notice, amounting 25.000, - EUR. This amount will be increased, if necessary, by sufficient sums to compensate all damages without prejudice to any other rights the Customer may have by law or under the Contract. The Supplier must immediately stop the unauthorized use of the trademark and shall incur, ipso iure and without prior given notice, a fixed compensation of 1000, - EUR for every day the violation continues from the receipt of a registered letter, fax or e-mail from the Customer.

The obligations stipulated in this article 2.9 shall remain in force after the Contract is terminated, regardless of the reason for the termination.

### 2.10. Common practice, and compliance with the current laws and regulations

All Goods must be produced in conformity with, and all Services must be provided according to common practice and in accordance with technical, professional and ethical standards customary to the trade. Common practice is understood to mean the standards of professional skill applied knowledgeably and thoughtfully in conformity with trade custom and with the state of the art.

The Supplier must be able to submit the necessary certificates of conformity and origin.

The Supplier warrants that the Goods and/or Services provided by it comply with and are produced in compliance with all applicable local, regional, national and European regulations, standards and laws, including safety and environmental requirements, as well as

the regulations, standards and laws of the country where the Goods are produced, used and/or delivered.

In relation with the provision of the Services, the Supplier shall be responsible for the observance and enforcement of all current regulations, standards and laws, either in force or to be implemented during the execution of the Contract, especially those concerning personnel, environment and fiscal matters.

The Supplier shall compensate the Customer for all fines, penalties and sanctions resulting from violations or breaches resulting from the Supplier's omission, default or negligence of its foregoing contractual obligations.

#### 2.11. Sustainability

By approving the BNP Paribas Fortis Code of Conduct for suppliers and vendors, the Supplier agrees with the Customer's point of view regarding environment, human rights and human dignity as stated, and will inform the Customer immediately if it becomes aware of any non-compliance of its company with the BNP Paribas Fortis Code of Conduct for suppliers and vendors.

The Suppliers must amongst others:

- Pro-actively report on environmental and/or social effects of (the use of) their goods or services, either by themselves or in combination with other goods or services;
- Minimise such effects even if not specifically requested by the Customer and to provide the Customer with all information necessary to establish the consequences of such effects.

The Customer may cancel any Purchase Order if it becomes clear after the placing of that Purchase Order that the Goods or Services pose a danger to men or environment or if they consist of or result in waste materials governed by environmental regulations.

#### 2.12. Confidential Information

The Supplier must consider all information concerning the Customer, obtained by it during consultations, negotiations, and during the realisation and the execution of the Contract, as Confidential Information. Confidential Information is understood to mean all information and/or data with regard to its relationship with the Customer- among which the Contract itself- the Customer's business, staff, clients, affiliates and suppliers, the Customer's internal regulations and ways of working, buildings and equipment, the designs, plans, diagrams, outlines, the functioning of the hardware, the files, the software and any of the Customer's assets which come to the Suppliers knowledge in any way.

Moreover, the Supplier shall use such information in a secure manner and solely for purposes for which it is intended.

The Supplier shall impose the obligation of confidentiality as described here on all persons employed by it or called in by it for the fulfilment of its obligations. The Supplier shall, by the Customer's first request, provide the Customer with all relevant requested documents- including confidentiality statements- in order to enable the Customer to ascertain whether the Supplier fulfilled its confidentiality obligations.

The Supplier must also take all other reasonably necessary confidentiality measures in order to prevent third parties from gaining knowledge of confidential information and data as described in this article, among which safety measures, while the Supplier shall retain such information no longer than necessary for the fulfilment of its contractual obligations.

It is agreed that the confidentiality obligations shall not apply to information that:

- (a) At the time of disclosure was in the public domain (other than in breach of the Contract); or
- (b) Is disclosed to the Supplier by a third party who is not in breach of any obligation of confidentiality; or
- (c) Is required to be disclosed pursuant to any applicable statute, law, rule or regulation of any governmental authority or pursuant to any decision of any court of competent jurisdiction; or
- (d) Is independently developed by the Supplier, without any reference to any Confidential Information.

If one of the abovementioned exceptions applies, the Supplier will in all cases refrain from performing any acts, which are potentially detrimental to the name and reputation of the Customer.

In case of violation of this present article, a fixed compensation of 25.000, - EUR shall be due by the Supplier, ipso iure and without prior given notice. This amount will be increased, if necessary, by sufficient sums to compensate all damages, without prejudice to any other rights the Customer may have by law or under the Contract.

The obligations stipulated in this article shall remain in force after the Contract is terminated, regardless of the reason for the termination.

#### 2.13. The Supplier's Employees

The Supplier shall bring in the necessary Supplier's Employees (including its organisation's technical and managing staff) for the delivery of Goods and/or the provision of Services.

The Supplier warrants that its Supplier's Employees are of impeccable behaviour and have never damaged the trust placed in them by violating criminal laws.

The Supplier is responsible for educating and informing its Employees.

The Supplier's Employees must have the required training and skills for the correct performance of the Contract; if not, the Customer may request their substitution.

The Customer may without justification request the substitution of Supplier's Employees who are unsuited to its opinion. In the aforementioned situation, the Supplier shall immediately substitute the Supplier's Employee qualified as unsuitable by the Customer.

The Supplier will not substitute any Supplier's Employee initially assigned to the Contract without the Customer's prior agreement.

The Supplier will only assign persons of whom it has ascertained that the fiscal, social and administrative obligations were fulfilled. At the first request of the Customer the Supplier will also deliver a certificate to prove it has fulfilled these obligations. It indemnifies the Customer against claims from authorities entrusted with the enforcement of fiscal, social and administrative legislation.

The use of the Customer's staff by the Supplier in the fulfilment of its obligations will be at the Supplier's risk and expense.

#### 2.14. Loyalty

The Supplier shall not promise or grant any direct or indirect benefits to any natural person (and its relations) or legal entity linked to the Customer by an employment contract, a mandate or any other contract, as a quid pro quo for the Contract or in relation to the Contract.

#### 2.15. Bank guarantee for good performance

The Agreement may stipulate that the Supplier will submit a bank guarantee at first request as a security for its obligations, in conformity with the stipulations laid down in said Agreement.

#### 2.16. Bank guarantee for reimbursement or other

If the Customer has made or shall make advance payments or put resources in its ownership at the Supplier's disposal, the Supplier must at first request submit a bank guarantee. This bank guarantee will be exclusively at the Customer's discretion.

The Customer is also entitled to demand a bank guarantee, if during the Contract period a reasonable fear arises that the Supplier will not fulfil its obligations towards the Customer.

#### 2.17. Liability

The Supplier assumes full liability for all direct or indirect damages caused by or in the circumstances of the execution of the Contract, either by faults of its own or its Employees, of its subcontractors and suppliers and, more generally, of all persons deployed by it in the execution of the Contract. This liability relates to its pre-contractual, contractual as well as its extra-contractual liability.

It covers all possible damages and in particular, material, moral or physical damages to persons and/or goods, both moveable and immovable. Thus, the Supplier must repair all damages caused to the installations and buildings of the Customer, to their users and/or occupants (tenants), to the Customer's staff and to any third party. The Supplier is also, fully and exclusively, liable for

damages caused to neighbouring properties by or in the circumstances of the execution of the Contract even if it cannot be charged with any faults.

The Supplier indemnifies the Customer against the adverse effects of any redress, claim, complaint or action by third parties resulting from faults or nuisance caused by or in the circumstances of the execution of the Contract. This obligation of indemnification implies in particular that the Supplier shall personally guarantee these facts, indemnify the Customer against any convictions and exclusively pay full compensation.

In this respect, the Supplier indemnifies particularly the Customer, both judicially and extra-judicially, against any charges and/or claims on behalf of third parties resulting from:

- All damages caused by shortcomings in its contractual obligations as mentioned in articles 4.5 (Provision of necessary parts, materials and products for the execution of the Services), 4.3 (Warranty), 2.25 (Audit and compliance) and 2.8 (Intellectual Property Rights)
- All damages resulting from its product liability or any form of environmental pollution.

The obligations stipulated in this article shall remain in force after the Contract is terminated, regardless of the reason for the termination.

#### 2.18. Non-several liability

If a Contract is entered into by several legal entities belonging to the Group each legal entity will solely be liable for its own obligations.

#### 2.19. Review of the Contract in case of a merger

If the Customer were to merge with another legal entity, whether by assimilation, the formation of a new company, division, contribution or any other similar operation,

the Customer may at any time demand a global renegotiation of the volume of Goods and/or Services agreed in the contracts committing the Supplier and the merged legal entities; if, after a period of three months from the request for a renegotiation, the parties have not come to an agreement, the Customer may unilaterally, without compensation or notice, wholly or partially terminate the contracts concluded between the Supplier and the merged legal entities.

#### 2.20. Assignment

The Supplier may not assign its rights and obligations under the Contract without the Customer's prior written approval.

The Customer shall have the right, at any time, to assign the Contract, in whole or in part, or any of its rights or obligations there under without the Supplier's prior written consent. If it is stipulated that the granting of contractual benefits of any kind is depending on the volume, the latter shall be determined by consolidating all Goods and Services delivered to the Customer and to the assignee.

#### 2.21. Non-renunciation

Any renunciation by the Customer of the rights it directly or indirectly derives from the Contract, can only be made effective by signing an explicit and written declaration of such renunciation; consequently, the Customer's wholly or partially refraining, whether voluntarily or not, from exercising its rights derived directly or indirectly from the Contract, shall in no way result in the renunciation of those rights.

#### 2.22. Postponement / Right of retention / Settlement

The Supplier is only entitled to suspend its obligations towards the Customer with the application of article 2.24.

The Supplier is not entitled to exercise any right of retention with regard to items in the Customer's ownership or items to which the Customer has any title.

The Supplier shall not be entitled to settlement (compensation) in any case.

#### 2.23. Early termination of the Contract

The Customer may unilaterally terminate the Contract to the Supplier's detriment, if the latter has not, within 15 calendar days of being sent a notice of default by registered mail, appropriately

acted upon said notice to rectify shortcomings in the fulfillment of its contractual obligations.

However, the Customer is entitled to wholly or partially terminate the Contract with immediate effect and without notice of default or compensation, and without prior judicial intervention, or to suspend all or part of its obligations:

- (a) If the Supplier ceases its profession or business or if there is a threat of cessation or material change; if the Supplier applies for or is granted suspension of payment; in case of bankruptcy or evident insolvency, cessation of payment, request for extension of payment or more general of any legal proceedings being the consequence of the suspension of its payments and/or the shaking of its credit ; in the event of punishable acts committed by the Supplier, its administrators, managers or directors, or one of these persons, and/or
- (b) If any of the following circumstances arises with regard to the Supplier:
  - Decease, events, enactments or proceedings affecting legal capacity or legal rights;
  - Dissolution, liquidation, alteration of legal form or company objectives, reduction of company capital, appointment of a provisional conservator or provisional director;
- (c) In the event of notification of an order to pay or attachment or seizure of one of the Supplier's properties, or in the event of incompliance, suspension, or becoming immediately due of any obligation towards a bank or other financial institution, or generally in the event of an occurrence which may reveal financial difficulties or affect the relationship of trust or confidence; and/or
- (d) If, with respect to moveable or immovable assets intended for or serving the Supplier's profession or business activities, any of the following occurs: order, attachment or other legal action brought by a third party to the effect of selling off the Supplier's properties, or disturbance of property rights, de facto or in iure; dispossession, building offences, pollution or in the event of such property being or becoming in compliance with local development plans, demolition order; and/or
- (e) If the Supplier fails to fulfil the obligations prescribed by law, including company law, accounting law, environmental law, town planning regulations or social legislation; and/or
- (f) If the Supplier does not fulfil or no longer fulfils the requirements for access to or recognition and/or registration in the profession; and/or
- (g) If the Supplier has violated article 2.9, and/or article 2.12, and/or article 2.14 of the present General Purchase Conditions.
- (h) If a third party guarantor issuing a personal surety is subject to one of the events stipulated in a, b, c, d, e, or f above.

Suspension on the grounds of one of the reasons mentioned above does not prevent the Contract from being terminated later for the same or another reason.

The foregoing does not prejudice any other rights of the Customer, including in any case the right to claim damages from the Supplier.

The Customer is entitled to wholly or partially terminate the Contract upon three months prior notice by registered mail if:

- (a) divisions of the Customer become separate legal entities;
- (b) divisions of the Customer are disposed of ;
- (c) subsidiaries of the Customer benefiting from the Contract are disposed of.

#### 2.24. Force majeure

The Supplier may not be held liable for shortcomings in the fulfillment of its contractual obligations if these shortcomings are caused by force majeure.

Force majeure is understood to mean a temporary or permanent inability of the Supplier to fulfil its obligations, resulting from facts and circumstances which were not and could not be known to it at the moment the Contract was concluded, and which it could neither foresee nor prevent, while it does or did not have the possibility to fulfil its obligations in any other way.

Force majeure shall in any case apply to: strikes or other employee actions, war or war risk, insurrection or public revolt, fire caused by an outside calamity, an import or export embargo imposed by the government, floods and otherwise all circumstances qualified by both parties as force majeure.

Shortcomings of third parties in the fulfillment of obligations towards the Supplier are not considered as force majeure, unless

these shortcomings themselves can be attributed to force majeure.

In said cases, the performance of the Contract shall be wholly or partially suspended.

If the Supplier refers to force majeure, it must immediately (at least within three Working Days) inform the Customer of the nature of the force majeure, stating the date when the force majeure comes or has come into effect, and also when it will have ceased to exist. In this case, the Supplier must make a best effort to keep the consequences down to a minimum.

In the event the force majeure situation continues during a period of thirty consecutive calendar days or if from the start of the force majeure it is already foreseeable that this duration will be exceeded, or if a force majeure situation recurs frequently, the Customer has the right to terminate the Contract with immediate effect and without prior judicial intervention, while the Customer has no obligation to compensate any damages. This article shall also be applicable vice versa, in the event that the Customer is in a state of force majeure.

#### 2.25. Audit and compliance

The Supplier will co-operate with audits or risk analyses conducted by or on behalf of the Customer. Without prejudice to the provisions of the last paragraph of this article costs incurred by the Supplier because of this article may be charged to the Customer, subject to its prior written approval.

At any time the Supplier shall provide access to the Customer's compliance officers, its internal auditors and external auditors acting on behalf of the Customer to the records, information and documentation maintained by the Supplier in the normal course of providing the Goods and/or the Services. Furthermore, the Supplier acknowledges that the Customer's supervising authorities shall have at all times the authority to obtain information from the Supplier and its external accountant and to perform audits with respect to the Goods and /or the Services.

The Supplier shall use reasonable efforts to be accessible to, and to fully cooperate with such authorities, auditors and compliance officers. This also includes access to the premises of the Supplier. The Customer shall, except if its supervising authorities leave no other choice, use all reasonable means to ensure that any audits and inspections by or on behalf of the Customer will be carried out in a manner which will not result in unreasonable inconvenience to the Supplier and disruption to the Services and/or to the delivery of the Goods.

If as a result of the inspection conducted as specified in this article, the Supplier is obliged to implement post-inspection recommendations related to the performance of the Services and/or the delivery of the Goods, all the costs related to that shall be paid by the Customer except if the implementation of these recommendations is needed pursuant to the non-fulfilment by the Supplier of its contractual obligations.

#### 2.26. Applicable law – Partial applicability

The Contract is subject to the laws of Belgium. To the extent permitted by law all international treaties, conventions and covenants, among which in particular the United Nations Convention on Contracts for the International Sale of Goods concluded at Vienna on 11 April 1980 (the 1980 Sales Convention), are excluded.

If one of the clauses of the Contract is or will be invalid, illegitimate or unfeasible, this will not affect the validity and applicability of the remaining clauses in any way.

#### 2.27. Correspondence

All correspondence will be sent to the address where the parties have chosen their domiciles. The choice of domiciles is laid down in the Agreement. However, the Customer and the Supplier may choose an alternative domicile if the other party is informed of this alternative domicile.

In the absence of a choice of domicile, all correspondence must be sent, depending on the circumstances, to the registered office or the postal address of the other party.

All notifications may be given by any means of sending, either by mail, electronically or in other ways.

However, letters concerning either a notice of default or the execution of a right with respect to a term or a delay must be sent by registered mail. Registered mail enters into force at its send date.

#### 2.28. Disputes

Any dispute concerning consultations (requests for proposal or other similar procedure), offers and Contracts, governed by these General Purchase Conditions, shall exclusively be submitted to the courts of Brussels. Before such dispute is submitted to the competent court, parties will, if the dispute allows it, make all efforts to settle the dispute amicably.

#### 2.29. Processing of personal data by the Customer

The Supplier agrees with the registration and the processing by the Customer of the personal data with regard to itself, its staff, its agents and other representatives, under the condition that this only concerns data obtained within the scope of the contractual or pre-contractual relationship between the Supplier and the Customer, and that the processing of said data is carried out for purposes compliant with the Privacy Protection Law, such as managing contractual and/or pre-contractual relationships, preventing improper use or fraud, setting up statistics or tests, because of another legitimate interest or to comply with a Belgian or foreign legal obligation.

The Supplier agrees with the communication of the aforementioned data to legal entities in the group of which the Customer is a member, or to any other person for the aforementioned ends. This agreement is also valid in case this should imply a transfer of data to countries outside the European Union, which may or may not guarantee an adequate level of protection, being it understood that the Customer will in any case respect the applicable rules of Privacy Protection Law.

The Customer is the controller for the processing of the aforementioned personal data within the meaning of the Privacy Protection Law.

At the Customer's, the access to the personal data shall be restricted to the persons requiring them for the fulfilment of their tasks.

The Supplier, its staff, its agents and other representatives have a right of access to data concerning them, as well as a right to adjust incorrect data concerning them.

The Supplier shall inform its staff, its agents and its other representatives of the contents of present clause.

### 3. GENERAL PURCHASE CONDITIONS SPECIFICALLY APPLICABLE TO PURCHASE ORDERS FOR GOODS

#### 3.1. Requirements for delivery of Goods

Goods to be delivered must be accompanied by a packing note. This packing note, to be filled in for each destination, for each Purchase Order and lot, shall contain in particular:

- Date and place of delivery;
- Reference of the Purchase Order;
- Identification of the Supplier;
- Identification of the Goods delivered, and, if relevant, their partition per package.

All packages must carry a visible rank number as mentioned in the packing note. Unless otherwise indicated, these packages contain an inventory of the contents. The delivered good must also carry its own identification mark.

The delivery is concluded by the handing over of a receipt to the Supplier or by the signing of the packing note's duplicate. In order to be invoked against the Customer, the receipt or the packing note's duplicate must be signed by a representative of the Customer, with a readable specification of its name, its function and its telephone number. The Supplier must make certain that the person receiving the Goods is authorised to do so.

#### 3.2. Acceptance

##### 3.2.1 Quantitative and qualitative inspection

Prior to accepting the Goods, the Customer shall proceed to a quantitative and qualitative inspection of these Goods.

##### a) Quantitative inspection



If the delivered quantity does not correspond with the stipulations in the Contract, the Customer may declare the Supplier in default, to either take back the surplus, or to complete the delivery within a term to be specifically determined. Likewise, he may accept the Goods as such.

When the occasion arises, the surplus of Goods delivered must be taken back by the Supplier within a period of eight Working Days, to be counted from the sending date of the letter with which the Customer declares the Supplier in default to proceed to taking back the surplus.

Each late take-back shall, ipso iure and without default notice, result in a compensation of 100 euro (one hundred euro) being due for each Working Day delay, to be counted from the date when the aforementioned period of eight Working Days has expired.

If, after a period of thirty calendar days from the sending of the default letter as mentioned before, the Supplier has not taken back the Goods, the Customer may send them back to the Supplier at the latter's risk and expense.

#### **b) Qualitative inspection**

After the qualitative inspection the Customer will make a decision on acceptance, provisional refusal or rejection. The acceptance will be under the reservation of any possible hidden defects.

#### **c) Provisional refusal and rejection**

If the Customer thinks that the Goods could be accepted subject to some corrections, it will, with the notification of its decision, invite the Supplier to present the Goods anew within a determined period, after making the corrections. The Supplier must express its approval within a period of ten Working Days from this notification. In case the Supplier withholds its approval or keeps silent during this period, the Goods are considered to be rejected by the Customer.

After provisional refusal of the delivery of the Goods, the Customer may once more, from the Supplier's subsequent delivery, use the complete inspection period as described below under article 3.2.2.

The Goods which caused a provisional refusal of a delivery or a rejection shall be taken back by the Supplier within a period of ten Working Days, to be counted from the date of provisional refusal or rejection. Each late take-back shall, ipso iure and without default notice, result in a compensation of 100 euro (one hundred euro) being due for each Working Day delay, to be counted from the date when the aforementioned period has expired.

If, after a period of thirty calendar days from the date of provisional refusal or rejection, the Supplier has not taken back the Goods, the Customer may send them back to the Supplier at the latter's risk and expense.

In general, all costs resulting from the provisional refusal or the rejection of the Goods, and in particular the costs for handling, transporting, taking or sending back the Goods, shall be incurred by the Supplier.

#### **3.2.2 Inspection period**

The Customer will inspect the Goods within a reasonable period after delivery at the location indicated by the Customer. The delivery is considered to be accepted at the time the Customer has notified the Supplier thereof in writing, or after the reasonable period mentioned in this paragraph has expired.

This reasonable period will amount to at least thirty days, to be counted from the date of delivery. If the Goods are taken in stock by the Customer or will not be used straightaway, and consequently an inspection of the delivery shall in fairness be impossible, the period will commence at the moment the Customer de facto starts using the delivery.

#### **3.3. Ownership and risk transfer**

The transfer of ownership and risk takes place at the moment the Goods are accepted. Until that moment, the Supplier must insure the Goods and take other measures in order to prevent or reduce their perish or loss, or otherwise protect its relevant interests.

#### **3.4. Storage of the Goods by the Supplier**

If the Supplier has a contractual obligation to store the Goods, it shall, for the Goods in depot, be liable as a depository pursuant to the stipulations in the Agreement.

#### **3.5. Warranty**

The Supplier warrants that the Goods provided by it are of good quality, new, free of defects and suitable for the purposes for which they are intended -and therefore also operate within a system or environment of which the delivered Goods are a part- and also comply with the specifications desired by the Customer and/or provided by the Supplier and with the requirements dictated by the Customer.

The Supplier guarantees that the Goods do not result from child or hard labour or slavery, or from illegal trade. The Supplier shall also indemnify the Customer against hidden defects which might harm the Goods. All claims on the Customer's part arising from hidden defects will lapse on expiration of a period of one year from the day the Customer itself discovered the defect(s).

The obligations stipulated in this article shall remain in force after the Contract is terminated, regardless of the reason for the termination.

### **4. GENERAL PURCHASE CONDITIONS SPECIFICALLY APPLICABLE TO PURCHASE ORDERS FOR SERVICES**

#### **4.1. Acceptance of Services**

Provision of Services at the location indicated by the Customer shall in no way imply an acceptance by the Customer.

Acceptance of Services must be applied for by the Supplier to the Customer. It shall only take place after the signing by both parties of a completion report in which no comments have been made by the Customer.

#### **4.2. Risk transfer**

The transfer of risk takes place at the moment of acceptance.

The risk of Goods placed at the Supplier's disposal by the Customer, to be repaired or otherwise worked or processed or used, rests with the Supplier. Notwithstanding the stipulations in article 4.7 of present General Purchase Conditions, the Supplier must insure these Goods and take all relevant measures to prevent these Goods from being perished, lost or damaged.

Additionally, the Supplier must until that moment insure the Services pursuant to aforesaid article 4.7 and take other measures to prevent or reduce their perish or loss, or otherwise protect its relevant interests.

#### **4.3. Warranty**

The Supplier warrants that the Services provided by it are of good quality, free of defects and suitable for the purposes for which they are intended -and therefore also operate within a system or environment of which the Services are a part- and also comply with the specifications desired by the Customer and/or provided by the Supplier and with the requirements dictated by the Customer.

The Supplier guarantees that the Services do not result from child or hard labour or slavery, or from illegal trade.

The obligations stipulated in this article shall remain in force after the Contract is terminated, regardless of the reason for the termination.

#### **4.4. Prior inspection and evaluation of the Services by the Supplier**

Prior to the signature of the Contract, the Supplier is irrefutably considered to have:

- Visited, inspected and examined the location where the Services will be provided;
- Taken note of the plans and technical specifications (of installations, if any);
- Received a copy of the internal rules of the Customer with regard to health and safety;
- Received the requested copies (among others, of the necessary plans, specifications, descriptions);
- Received adequate replies to all requests for additional explanation, also with regard to the Contract conditions.

The Supplier therefore particularly acknowledges being familiar with the exact access conditions, the state, the environment and the capacity, the power and the output of any installations and/or equipment, in order to be able to execute the intended Services in conformity with the provisions of the Contract. In short, the Supplier thus acknowledges that the Services are performable. Consequently, the Supplier shall not lodge any objections on

account of mistakes or omissions in the Contract, or under the pretence of not having understood the full facts of the clauses.

The Supplier may not in any case refer to any faults, defects or shortcomings, or appeal to any defaulting subcontractor or supplier, in order to wholly or partially back out of its obligations.

#### **4.5. Provision of necessary parts, materials and products for the execution of the Services**

The Supplier will at its own expense provide all parts, materials and products necessary for the execution of the Services under its responsibility.

All necessary parts, materials and products must comply with the professional standards required within the scope of the provision of Services which is the object of the Contract.

All materials shall be of premium quality and free of defects. The Supplier must, if requested, give proof of origin.

The necessary parts, materials and products shall remain under the supervision and at the risk of the Supplier until the moment of acceptance of the Services. Even prior to payment, they will systematically become the Customer's property at the moment of their incorporation.

If, during the Services, environmentally damaging substances, means and/or methods are applied without being explicitly recorded in the Contract, the Supplier will inform the Customer thereof prior to the execution of the Services. The Customer has the right to prohibit use.

If, during the fulfilment of its contractual obligations, the Supplier makes use of materials of the Customer, these will be used at the Supplier's expense and risk. However, these materials shall remain the Customer's property.

#### **4.6. Compliance with requirements regarding employee health, safety and information security**

The Supplier must comply with the obligations regarding employee health, safety and information security typical of or applicable to the company of the Customer. To that end, the Supplier will conform to all regulations on health, safety and information security imposed by the Customer. If the Supplier does not fully comply or partially complies with the obligations stipulated in this article, the Customer may take the necessary measures itself, at the Supplier's expense, after serving notice upon the latter.

The Supplier shall impose a contractual obligation upon its Employees for the observance of these obligations.

The Supplier will submit to the Customer at first request an overview of the staffing, with technical references and qualifications of each staff member. This list shall be updated immediately in case of alterations.

#### **4.7. Insurance**

The Supplier has to take out all statutory required insurances.

Furthermore, the Supplier will take out all necessary insurance policies with a recognised insurance company in order to insure its pre-contractual, contractual and extra-contractual liabilities, during the entire Contract period.

The Supplier shall ensure that the sums insured will be sufficient to cover the consequences of its liabilities.

As for the insurance of the Extra contractual Liability, the cover per claim shall amount to a minimum insured sum of EUR1,250,000 (one million two hundred and fifty thousand euro) for bodily injury and material damage.

If material services and/or goods are provided, the Supplier has to take out a Product Liability insurance with a minimum sum covered per claim of EUR 1,250,000 (one million two hundred and fifty thousand euro) for material damage and bodily injury combined.

If intellectual services are provided, the Supplier has to take out a Professional Liability insurance. Cover for this insurance will amount to EUR 625,000 (six hundred and twenty five thousand euro) each and every claim.

An insurance certificate shall be submitted to the Customer with the signature of the Agreement stating the period of validity, the insured sum(s) and, if relevant, the exemption(s).

The Customer may once a year request a certificate from the insurance company implying that the insurance policies have been taken out in conformity with the above-mentioned clauses.

#### **4.8. Nature of the Contract**

In general, the Contract is concluded at a fixed price; consequently, the Supplier may not charge any supplements, additional payments or surcharges after the conclusion of the Contract. The Agreement may however stipulate deviations. In that event, these Services shall be limitative described in the Agreement.

The contractual obligations of the Supplier are an "obligation de résultat".

#### **4.9. Subcontracting**

The Supplier may, under its responsibility, subcontract certain contractual Services under the restriction that it has acquired the Customer's approval for each subcontractor.

In the event of subcontracting, the Supplier shall remain the only responsible party towards the Customer for the fulfilment of all obligations arising from the Contract, and be the single point of contact for the Customer.

The Customer reserves the right to recall its approval of a subcontractor if the latter is in one of the situations described in article 2.23 sub a, b, e, f, g or in any similar situation.

If the Customer should exercise this right, it shall have no influence whatsoever on the agreed price, which shall remain unaltered.

#### **4.10. Processing of personal data by the Supplier**

In case the Services consist wholly or partially of processing of personal data, or have the processing of personal data as a result, the Supplier will strictly observe the obligations laid upon the processor or editor by public privacy provisions. For the application of this article, "processor" shall be defined in conformity with the definition given in the Privacy Protection Law . The Supplier shall process personal data disposed by the Customer exclusively at the Customer's request, and shall, with regard to these data, act solely on the Customer's instructions. The Customer shall have the right to conduct an audit on the security measures taken by the Supplier to protect personal data. Such audit shall be carried out by the Customer or a third party in possession of the required professional qualifications bound by a duty of confidentiality, selected by the Customer, where applicable, in agreement with the supervisory authority.

#### **4.11. Personal Transactions on Financial Instruments**

The Customer will determine, on the occasion of each Contract and case by case, which of the Supplier's Employees are subject to the regime for Relevant Persons. Where applicable, the Customer shall inform the Supplier of this.

In this case, the Supplier undertakes to:

- (a) inform/instruct the Supplier's Employees subject to the regime for Relevant Persons of the consequences of this, particularly with regard to their obligation to report their personal transactions (hereinafter, "Personal Transactions");
- (b) have the Relevant Persons sign the categorisation letter appended to the Contract to indicate their agreement;
- (c) return to them a copy of the categorisation letter and its attachments, in particular the standard form for declaring Personal Transactions appended to the Contract;
- (d) keep the declarations of Personal Transactions by Relevant Persons, reported during the term of the Contracts, for a minimum period of five (5) years from the execution date of the Personal Transaction;
- (e) check that the declarations of Personal Transactions are in order, upon receipt, with reference to the requirements pertaining to the exposure category to which the Relevant Persons belong, i.e.:
  - for the "trusted" category: ban on execution, during a single 24-hour period, of crossed buying and selling transactions for the same financial instrument;



- for the "sensitive with regard to BNP Paribas" category: ban on executing transactions on any BNP Paribas security outside authorised periods;
  - for the "sensitive, sensitive with regard to BNP Paribas and permanently sensitive" categories: ban on execution, in a single 30-day period, of crossed buying and selling transactions for the same financial instrument;
  - for the "permanently sensitive" category: ban on performing transactions on financial instruments.
- (f) inform the Customer, without delay, of any declaration of a Personal Transaction not fulfilling the requirements pertaining to the above-mentioned exposure categories to which the Relevant Persons belong;
- (g) supply, without delay, at the request of the Customer, declarations of Personal Transactions by the Relevant Persons.

The above obligations and restrictions do not apply to Personal Transactions:

- executed under a discretionary portfolio management agreement, for which there was no prior communication regarding the transaction between the portfolio manager and the Relevant Person or any other person on whose behalf the transaction was executed;
- on shares or units in regulated collective investment undertakings provided that the Relevant Person or any other person on whose behalf the transactions are performed does not participate in the management and/or administration of the vehicle concerned.

The Supplier guarantees that it will process the data relating to the Relevant Persons in accordance with the Privacy Protection Law.

#### 4.12. Guidelines for staff on assignment to BNP Paribas Fortis

The Customer has set out specific instructions for external staff on assignment to its departments and/or infrastructures (hereafter the "Guidelines for staff on assignment to BNP Paribas Fortis"). These guidelines contain ethical rules relating in particular to the obligation of Supplier's Employees to report any conflict of interest which may affect them personally.

The Supplier undertakes to supply, on request from the Customer, any information that the Customer considers useful to obtain in order to enable it to ensure that the Supplier's Employees comply with the Instructions for staff on assignment to BNP Paribas Fortis.

The Supplier undertakes to ensure that the Guidelines for staff on assignment to BNP Paribas Fortis are duly completed and signed by the Supplier's Employees, prior to their participation in the performance of the Services.

Without prejudice to Article 4.12., the Supplier undertakes to keep (1) the Guidelines for staff on assignment to BNP Paribas Fortis, duly completed and signed by the Supplier's Employees, (2) the categorisation letter for the Relevant Persons, and (3) any report of a conflict of interest made by the Supplier's Employees for a minimum period of five (5) years from the end-date of each assignment stipulated in the Contract.

In case of doubt concerning the application or interpretation of the Guidelines for staff on assignment to BNP Paribas Fortis, including the ethical rules, or when it receives a report from the Supplier's Employees and has doubts as to which decision to take, the Supplier shall seek the Customer's opinion reaching a decision.

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