



Specific Purchasing Conditions

Short version – Belgium

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1 FIELD OF APPLICATION

These Specific Purchasing Conditions (also referred to as "**SPC - SHORT VERSION**") shall be incorporated in Contracts made by companies of the Elia Group and shall apply together with the Elia Group General Purchasing Conditions – short version (also referred to as "**GPC – SHORT VERSION**") in all cases where these SPC - SHORT VERSION are expressly incorporated, but also for all other contracts made by the TSO as a purchaser and/or principal if the Contract or PO does not include any reference to other general purchasing conditions of the TSO (electrical equipment, IT, works or services). The Services supplied will be described in the Contract and/or PO.

2 STRUCTURE AND HIERARCHY

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

3 DEFINITIONS

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

4 PAYMENT

4.1 Invoicing

4.1.1 Electronic invoicing system

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

4.1.2 Conditions for issuing invoices

An invoice may only be issued if it has been preceded by the TSO's written approval of a proforma invoice containing a detailed description of the Services. The Contractual Documents specify the moment when the pro-forma invoice may be drawn up. Otherwise, the Contractor will submit the pro-forma invoice to the TSO only after the full and satisfactory completion of all of the Services forming the object of the Contract. In any event, the pro-forma invoices will be sent to the TSO no later than 15 Days after the completion of the Services.

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

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

4.1.3 Mandatory mentions

The pro forma invoice and the invoice will contain:

- a) The Contract reference if any;
- b) The PO number;
- c) The name of the administrative responsible of the PO;
- d) The total amount in € (excluding VAT)

- e) The VAT number of the TSO;
- f) The part of the invoice relating to the delivery shall also show all legal requirements and as a minimum, the following details:
 - i. The originating country;
 - ii. The country of manufacture;
 - iii. The mode of transport;
 - iv. The nature of transaction (sale).

4.2 Payment terms and procedures

Payments are made within thirty (30) Days from the end of the month of the final invoice.

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

5 STAFF

5.1 Representation and warranties

The Contractor represents to comply with applicable labour and social security laws including Limosa obligations and documentation requirements and will provide the TSO with proper evidence on request. A default on its labour and social security obligations is recognized by the Parties as a serious breach of the Contractor's obligations and entitles the TSO to terminate the Contract, pursuant to Article 12.1 of the GPC - SHORT VERSION.

The TSO cannot be held liable for the payment of fines or taxes if the Contractor does not comply with such obligations.

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

6 LIQUIDATED DAMAGES FOR FAILURE TO PERFORM

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

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

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

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

The liquidated damages are not submitted to the liability caps in accordance with Article 13 of the GPC - SHORT VERSION.

7 LIQUIDATED DAMAGES FOR LATE PERFORMANCE

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

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

The liquidated damages for late performance are not submitted to the liability caps in accordance with Article 13 of the GPC – SHORT VERSION.

8 GOVERNING LAW AND JURISDICTION

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and construed in accordance with the law of Belgium to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG)⁹. The Parties agree that the courts of Brussels shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims). In addition, the TSO is entitled to take legal action at the competent court at the domicile or place of principal establishment of the Contractor.