

## ITC RUBIS TERMINAL ANTWERP N.V. GENERAL CONDITIONS FOR QUOTATIONS, PURCHASE ORDERS AND PAYMENT OF GOODS AND SERVICES (20211021)

### General

1. All documents and correspondence concerning inquiries, purchase orders, etc. are to be addressed to ITC RUBIS TERMINAL ANTWERP N.V., Blikken, Haven 1662, 9130 DOEL, BELGIUM.
2. No order is effectual unless issued on our paper and order-form and properly signed by an authorized officer.
3. The commencement of execution of the present order implies the unreserved acceptance on the part of the vendor of the general conditions stipulated hereafter, as well as of any conditions indicated in the order.
4. Any reservations made by the vendor at the time of accepting the order must be agreed in writing by ITC Rubis Terminal Antwerp N.V. otherwise they will be considered as null and void or, may entail cancellation of the order, at the option of ITC Rubis Terminal Antwerp N.V. or its client.
5. No alterations may be made to the terms and specifications of the goods and/or services ordered in course of delivery, execution or manufacture without the previous written agreement of ITC Rubis Terminal Antwerp N.V.: any changes made without such written agreement shall empower ITC Rubis Terminal Antwerp N.V. to refuse delivery of the goods and/or services.
6. However, ITC Rubis Terminal Antwerp N.V. retains the right to modify at any moment, any part or the whole of this order. If such modifications were to influence the cost or the time required to execute this order, an equitable adjustment will be commonly agreed to, at the written request of the interested party.
7. The signed order-form shall prevail over the requisition(s), the requisition(s) shall prevail over the inspection specifications, the inspection specifications shall prevail over the drawing(s), the drawing(s) shall prevail over the relevant General Specifications, the General Specifications shall prevail over the General Conditions for Quotations, Purchase Orders and Payment.  
If special instructions regarding "invoicing and shipping" are given, these instructions prevail also over our General Conditions for quotations, Purchase Orders and Payment.
8. All duties and/or taxes, present and/or future, except for those which the law would compulsorily charge to ITC Rubis Terminal Antwerp N.V., will be for the

account of and paid by the vendor. All particulars and information whatsoever given to the vendor in connection with this order, remaining the ownership of our company, must remain confidential and may not, without preliminary written agreement by our company, be used for other purposes than the execution of this order. This clause will remain in force, even after the termination of the purchase order for the goods and/or services.

9. It is expressly agreed that only ITC Rubis Terminal Antwerp N.V.'s general conditions for quotations, purchase orders and payment, apply to its orders for goods and/or services. By expressly or tacitly (e.g. if the vendor performs the order or supplies the ordered Goods or Services) accepting the order, the vendor explicitly waives its own general (sale) terms and conditions (if any). Any conditions of the vendor that would be in contradiction with the present general conditions of ITC Rubis Terminal Antwerp N.V., will be considered as inexistent and only the latter will apply. In no event both parties' conditions will be considered to exclude each other from applying to the order.

### Inspection and Expediting

- 10.a) The vendor shall permit the representative(s) of ITC Rubis Terminal Antwerp N.V. and/or its client to visit his works for the purpose of inspecting and expediting the goods during or after manufacture. He shall cooperate in every respect. Any expenses incurred in connection with inspecting and expediting are for the vendor's account except for ITC Rubis Terminal Antwerp N.V.'s personal representatives' expenses for traveling subsistence etc., unless otherwise agreed to in the order.
- b) Should the inspectors of ITC Rubis Terminal Antwerp N.V. and/or its client reject the materials and/or services, any extra expenses to be made for re-inspection are for the vendor's account, including expenses of ITC Rubis Terminal Antwerp N.V. and third parties.  
If due to a delay incurred by the vendor or otherwise for reasons attributable to the vendor, extraordinary expediting and/or inspection is required by the representative(s) of ITC Rubis Terminal Antwerp N.V. and/or its client, all costs resulting therefrom will be charged to the vendor.

11. Inspection and possible instructions given by our representatives do not relieve the vendor from the responsibility to deliver the goods and/or services in accordance with the specifications given (see point 5).
12. Soonest after receipt of the order the vendor shall submit the following documents:
  - a) a planning-list in triplicate, mentioning the dates of purchase and delivery of raw materials and/or prefabricated parts and also dates of the various important manufacturing stages.  
If the dates of this list change, a new planning-list in triplicate shall be submitted.
  - b) three copies of the relevant orders placed by vendor with sub-vendors, if desired without prices. These subcontracts shall mention the order number of ITC Rubis Terminal Antwerp N.V. and indicate that any inspection and expediting by or on behalf of ITC Rubis Terminal Antwerp N.V. must be permitted.  
If desired an inspection at the sub-vendor's may be effected together with an employee of the client concerned.
13. Although from the supplied planning list ITC Rubis Terminal Antwerp N.V. is familiar with the dates of delivery, the vendor must inform ITC Rubis Terminal Antwerp N.V. not later than 10 days beforehand about the final date of inspection.
14. If ITC Rubis Terminal Antwerp N.V. notifies not to send an inspector or if ITC Rubis Terminal Antwerp N.V. should omit to inform vendor on this subject, the vendor shall perform the inspection on the day indicated and according to the directions mentioned in the order, without the presence of a representative of ITC Rubis Terminal Antwerp N.V. In that case the vendor shall send to ITC Rubis Terminal Antwerp N.V. an inspection report in triplicate signed by himself.
15. Not later than 30 days before a final inspection may take place, the definitive drawings, mentioned under point 21, shall be furnished.
16. After the final inspection the goods will be released for dispatch according to the Shipping-Instruction of the order, by submitting a so called "Inspector's Release Note". If due to non-approval the inspector does not produce this note, this will not relieve vendor from the duty to observe the time of delivery agreed upon.
17. The vendor will place at the disposal of the representatives of ITC Rubis Terminal Antwerp N.V. any means these representatives judge necessary for a proper inspection of equipment and material.
18. Any reports and inspection reports of vendor must be countersigned by the ITC Rubis Terminal Antwerp N.V. inspector, except for cases mentioned in point 14.
19. If a vendor has not the necessary room and/or material (e.g. electricity, motors for pumps, steam, etc.) to perform the test demanded, this shall be mentioned in his offer, stating the estimated or if possible, the definitive cost connected with a performance of this test or, if necessary, later at job site, if this is possible. The latter for ITC Rubis

Terminal Antwerp N.V. to decide. If the vendor has not made such a statement and it should turn out that the test is not possible in his works, ITC Rubis Terminal Antwerp N.V. will be authorized, in consultation with the vendor to have the test carried out by a third party, but for vendor's account.

20. Certain equipment may have to be inspected at jobsite to make sure that it is complete and in running condition. Some items may require a performance test-run under ACTUAL operating conditions. When a performance test-run at jobsite will be required, this will be stated in the inquiry and in the orders.

#### **Drawings and information**

21. Detailed information is given in the "Technical Documentation Sheet" or the "Matrix of Documentation". In case of conflict between these documents and this paragraph, the aforementioned documents are governing.
  - a) Dimensional Sketches. After our order the vendor shall send ITC Rubis Terminal Antwerp N.V. binding dimensional sketches (for number of copies and delivery date: see requisition), with sufficient information to enable ITC Rubis Terminal Antwerp N.V. to design the foundations and the installations which are to be connected. Vendor is held responsible for any cost caused by errors on binding dimensional sketches and final drawings.
  - b) Drawings, required for erection, the execution of our work and for checking the design, are to be sent as specified in requisition. Number of copies as specified in our order. One of these will be returned with our remarks and/or acceptance. Final drawing must be supplied in the number specified in our order, within 2 weeks after acceptance.
  - c) Remarks or acceptance does not relieve vendor of his guarantee, nor shall such approval be construed as an authorization to any deviation from the order or the specifications (see point 5).
  - d) Moreover, instruction for erection, the starting-up, the servicing and maintenance, as well as parts lists with drawings, if any, for ordering spare parts, shall be supplied free of charge. If not otherwise agreed in the offer, we shall be permitted to make any use required of these, both for ourselves and for our clients. These documents are to be supplied to ITC Rubis Terminal Antwerp N.V. on the dates as specified in our order and must be of size A4 - For number: see Requisition.
  - e) The approval of drawings by ITC Rubis Terminal Antwerp N.V. or by its clients does not relieve the vendor from the responsibility for the correct execution of the order.
22. All drawings and information given by ITC Rubis Terminal Antwerp N.V. for an inquiry or an order remain the property of ITC Rubis Terminal Antwerp N.V. and shall immediately be returned to ITC Rubis Terminal Antwerp N.V. on request.



All drawings and information shall be regarded as "strictly confidential" and can only be shown to a third party if this is necessary for a proper execution of the relative order.

23. Asking for additional information necessary for proper execution of the relative order is solely vendor's responsibility.

#### **Shipment and Preservation**

24. Vendor shall send ITC Rubis Terminal Antwerp N.V. a detailed advice of dispatch in duplicate, stating weights and number of parcels, not later than the day of shipment.
25. a) All parts shall be packed and clearly marked with part numbers etc. as mentioned both in the order and in the packing-instructions.
- b) All parts shall be adequately protected and preserved as indicated in ITC Rubis Terminal Antwerp N.V.'s Work Instruction ZWIB-03 "Preservation of equipment and materials". The costs resulting from the repair of the materials due to the non-compliance with the beforementioned procedure will be entirely born by the vendor.
26. Shipment of the inspected goods may only take place, if the inspector handed over a so called "Inspector's Release Note"- see also point 16.

#### **Reception at Destination of Materials Supplied**

27. Supplies for which the order does not indicate assembly at site, will be accepted by ITC Rubis Terminal Antwerp N.V. at the place stated in the order, after the necessary tests have been made, and when the plans and other documents (certificates, reports, etc.) stated in the specifications of the order have been approved by them. If acceptance takes place at the place of manufacture, it has to be confirmed upon arrival of destination.

#### **Transportation Risks**

28. Shipments are, under all circumstances, effected at the entire risk and peril of the vendor or shipper.

#### **Guarantee**

29. Vendor guarantees all goods supplied against the order to be completely new and all goods and/or services to be delivered in accordance with the specifications of the order. This clause does not restrict in any way the application of either the Belgian Law dated 25 Feb. '91 and the European directives of 25 Jul. '85 regarding product liability or the Belgian Royal Decree of 5 May '95 and the European Guidelines 89/392/EEC, 91/368/EEC, 93/44/EEC and 93/68/EEC regarding safety.
30. If any faults and/or defects show up during the first 12 months of continuous service, but not later than 24 months after delivery, due to:
- a) deviations from our instructions and conditions, or
- b) defects in the manufacture, assembly or in the material, or

- c) unsatisfactory performance, (provided these faults/defects are NOT caused by faulty use and/or handling), vendor shall immediately take all necessary steps to correct or repair the defect(s) at site or if this is not possible to replace the defective goods, free of charge, or shall take them back and remit the purchase amount.

"Replacing free of charge", shall include: replacing the goods, including any transport charges, insurance, man-hours etc. from, to and on the job site.

31. However, replacement of defective goods though even offered free of charge, must be accepted beforehand by ITC Rubis Terminal Antwerp N.V. in writing. Changes, repairs or services by others than vendor are permitted after our written approval only.
32. If any faults established are not definitively corrected to ITC Rubis Terminal Antwerp N.V.'s satisfaction, ITC Rubis Terminal Antwerp N.V. is allowed to have these corrections performed by a third party, but at vendor's charge.
33. Inspection by representatives of ITC Rubis Terminal Antwerp N.V. or its client does not relieve vendor of his guarantee.

#### **Contract-confirmation**

34. A duly signed and unchanged confirmation copy of our orders has to be returned to ITC Rubis Terminal Antwerp N.V. within 8 working days, failing which ITC Rubis Terminal Antwerp N.V. may, at its free choice, among others, (i) cancel the order without any compensation due to vendor or (ii) consider the order as to be tacitly accepted by the vendor. If a confirmation copy transmitted by the vendor would not entail a full and unconditional acceptance (e.g. if remarks or changes are included by the vendor), such changes or remarks shall be deemed not to be included in the order unless ITC Rubis Terminal Antwerp N.V. explicitly confirms such in writing.

#### **Payment**

35. Except as otherwise provided in the order, vendor agrees to accept the specified order price as full payment for performing all his obligations under the order, for all loss or damage arising out of the nature of the order specification for the risks of any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the order specifications until its final acceptance and for all risks connected with the order specification.
36. Terms of payment shall be as stipulated in the order.
37. Final payment shall not take place as long as all documents mentioned in the order or in the Technical Documentation Sheet/Matrix of Documentation, which is an integral part of the order, are not received by ITC Rubis Terminal Antwerp N.V.

#### **Receipt of Goods**

38. Unless stipulated to the contrary in the order, receipt of goods will always take place in our receiving warehouse, even if the goods are invoiced "ex



vendor's factory". We reserve the right to examine the goods in course of manufacture in the vendor's factory, without such examination constituting receipt or approval of the goods, which must always be received in our receiving warehouse.

#### **Goods refused on receipt**

39. All goods not conforming to the specifications of our order and refused, will be returned at the expense of the vendor, or held at his disposal for 15 days dating from the time of our notice of refusal. After this delay the warehousing, entirely at the risk and peril of the vendor, will be charged to him. In addition, at our option we shall be authorized either to cancel the relative order or demand priority replacement of the defective goods, without prejudice, in one or other case, to any damages and interest for which we might have a right to claim.

#### **Penalties**

40. If a penalty clause is inserted in the order form, this clause will take full effect at the sole expiry of the term and the penalties and/or indemnities specified will become immediately exigible in derogation to article 1230 of the old Civil Code, without further notice. In accordance with article 1139 of the old Civil Code the vendor will be deemed to be in default by the sole expiry of the term.

On the other hand, it is expressly stipulated that no allowance will be due to the vendor in the event of delivery in advance of the dates of completion-date or delivery-date indicated in the order form, unless explicitly stipulated in the order.

#### **Time of Delivery**

41. The time of delivery of the goods and/or services offered by vendor and/or accepted in the order shall be considered as being an essential part of the order.

#### **Cancellation of order**

42. In the event of supply later than the dates for delivery indicated in the order form, and even if partial deliveries of this order have been effected within the specified time limits, we reserve the right either to cancel the balance of the order by registered letter (without any obligation on our part to pay the vendor any indemnity whatsoever) or to claim any indemnities and/or penalties that may be due to ITC Rubis Terminal Antwerp N.V by reason of such delay.

#### **Packing**

43. The vendor is responsible for selecting the most suitable way of packing and preservation. All costs resulting from insufficient preservation or packing are at vendor's charge.

#### **Marking**

##### **44. a) Methods and size of marking**

1) Marking shall be done in the English language, unless otherwise specified in the shipping instructions or in the order.

Marking shall be non-fading, durable and weatherproof. Labels may be used if properly attached to the container or fastened to the unpacked item by wire or other suitable corrosion-resistant fastener. Labels must be weatherproof.

2) Color of all markings must be black, but if necessary white is allowed for clearness' sake.

3) Lettering shall be in capital letters of equal height and proportional to the space available. Minimum height shall not be less than 12 mm. However, larger lettering will be used if size of container permits.

##### **b) Interior package marking**

Unless otherwise specified in the order, interior marking shall comprise the following information:

1) Requisition number

2) Item and Tag number, as specified on the requisition (If possible these numbers must be painted on the goods themselves; if a label is used it must be attached in such a way that during erection it is not necessary to remove this label).

3) Date of manufacturing

4) Name of manufacturer

##### **c) Exterior container marking**

Unless otherwise specified in the order, exterior marking shall comprise the following information:

1) Requisition number, item and tag number, as specified on the requisition.

2) Address and possible special order number as specified in the shipping instructions or in the order.

3) Date of packing

4) Container number, if the shipment consists of several containers.

5) Special handling instructions (where required, see point 44a).

6) Name of manufacturer

7) Gross and net weights

8) Container dimensions

9) If applicable, center of gravity to be marked with "C" in accordance to point 44 d1.

##### **d) Location of markings**

1) The required marking shall be placed in the location specified (see point 44 d3 and 44e), but such as not to be obscured by cleats or strapping.

All goods that need special handling must be marked "with care", "top", "do not turn over" and should bear the normal international Case Marking Symbols.

On oversized and very heavy cases exceeding 1000 kg and on cases of a height exceeding one meter, the center of gravity must be shown by the mark "C" in fast paint on every package.



- 2) **Interior packing:** Whenever practicable, marking of interior packages shall be located such as to permit an easy readability when stored on shelves or stocked and to ensure the marking not to be destroyed when the package is opened.
- 3) **Boxes and Crates:** The data asked for in point 44 c) shall be painted on two non-opposite sides (not top and bottom) of the container. These data shall be painted, or a lacquered label securely fastened, may be used.
- e) **Unpacked goods**  
On the unpacked goods exceeding 1000 kg or on bulky goods the center of gravity must clearly be shown by the mark "C".  
If this is not possible on the goods themselves, the center of gravity must be marked on a label, securely fastened to the material concerned. All further marking must be done, as mentioned in point 44 c).
- f) **Packing lists**
  - 1) One packing list to be composed by vendor, for each box or container must be placed into the boxes and six copies must be sent to ITC Rubis Terminal Antwerp N.V. as soon as possible, but NOT LATER THAN A FORTNIGHT before shipment.
  - 2) Apart from the itemized contents, all packing lists shall show the marking as asked for.
    - For containers packed with unsimilar items, for which a full description of contents cannot be marked on the outside, one copy of the packing list shall be placed inside the container and one copy in a waterproof envelope shall be securely attached to the outside of the container in the most protected location (preferably the end of the container, between the cleats.) The waterproof envelope shall be further protected with a packing list protector of plastic, plywood, metal or similar material and shall be securely attached over the packing list.
    - For containers for which a full description of contents can be shown on the outside, separate packing lists shall be prepared as usual for each box or container, but only one shall be placed inside the container. A copy in a waterproof envelope attached to the outside is not required.

#### **Material and Equipment Movements to and from Plant Site**

45. Vendor shall notify ITC Rubis Terminal Antwerp N.V. of his arrival at site. This will be done in writing 2 weeks preceding his arrival date. Whenever he does not meet this requirement or when vendor fails to meet his written appointment, all related cost arising out of such shall be paid to ITC Rubis Terminal Antwerp N.V. by vendor.  
Vendor shall notify the Construction Manager at the site of any expected material or equipment deliveries.  
When vendor desires to remove equipment or material from the site he must secure a permission,

on which will be shown the items scheduled to leave and which will be bear an authorized signature as designated by the ITC Rubis Terminal Antwerp N.V.'s or client's Construction Manager.

#### **Patent Rights**

46. Except in such cases where ITC Rubis Terminal Antwerp N.V. may have imposed its own specifications on the vendor for the execution of the whole or part of the order, the vendor will guarantee ITC Rubis Terminal Antwerp N.V. against any action filed against ITC Rubis Terminal Antwerp N.V. for infringement based on the use in any way whatsoever of the whole or part of the object of the order.

The vendor will have to pay any damages, costs and disbursements which may be awarded to the plaintiff party and also indemnify ITC Rubis Terminal Antwerp N.V. in respect of all costs and damages whatever ITC Rubis Terminal Antwerp N.V. may suffer on the occasion of such litigation, on the understanding that ITC Rubis Terminal Antwerp N.V. shall always have the right to appoint a defending counsel of its choice. In a general way ITC Rubis Terminal Antwerp N.V. and/or its clients must be protected in an absolute manner and under all circumstances against any claim, petition or legal action filed against ITC Rubis Terminal Antwerp N.V. in application of patent laws, by reason of the use in any way whatsoever of the object of the order.

#### **Jurisdiction**

47. Any dispute that cannot be amicably settled and which is considered by one of the parties to be disputed, will be exclusively settled by the competent Court of Antwerp. The Belgian law will be applicable.

THESE GENERAL CONDITIONS ARE ITC RUBIS TERMINAL ANTWERP N.V.'S PROPERTY AND MAY NOT BE USED BY OTHERS. THEY HAVE TO BE CONSIDERED AS WRITTEN BY HAND.

