



## General Purchasing Terms Kuwait Petroleum (Luxembourg) S.A.

1. The order (also called purchase order [PO for short]) and the acceptance or confirmation thereof by the seller are expressly restricted to and solely subject to the terms and conditions specified in that order, including these general purchasing terms and the general terms for the contracting for works or services of Kuwait Petroleum (Luxembourg) S.A if the latter are applicable.
2. Supplementary or deviating terms or conditions applied by the seller will not apply, regardless of when the seller has made or will make these known to the buyer, unless the buyer has expressly accepted them in writing. Consequently there can be no implicit acceptance on the part of the buyer and any lack of protest can never be considered a form of acceptance of any kind.

Express acceptance cannot be deduced from the fact that the buyer refers - with or without reservation - to the quote or any other document from the seller in which the seller's terms and conditions are specified.

If the buyer has expressly accepted the seller's terms and conditions in writing then the terms and conditions specified in the order, these purchasing terms and the general terms for the contracting for works or services of Kuwait Petroleum (Luxembourg) S.A - these latter if they are applicable to the case in question - will apply insofar as they do not conflict with the seller's terms and conditions expressly accepted by the buyer in writing.
3. The order and any document relating to it only binds the buyer if it has been signed/confirmed by a person who is entitled to enter into obligations on behalf of and at the expense of the buyer. Quotes and offers from the seller are unilateral actions by the seller which are binding for at least 90 days following receipt by the buyer. The quoted prices are valid throughout the term of the agreement.
4. Unless agreed otherwise all deliveries must be carriage paid to the location specified in the order. The sender will therefore bear the costs of shipping to the specified destination. The price includes all potential additional costs including all payments for the use of intellectual property rights, including those of third parties. The buyer deems delivery times to be of the essence and the failure to meet them will give the buyer the option of expressly dissolving the agreement legally and without judicial intervention or applying a penalty clause equal to 0.5% of the order value for every working day of delay, depending on the case.

At delivery ownership will transfer without the option of retention of title for the seller, unless the opposite has been expressly stipulated. The risk will transfer at the moment when the products/services have been expressly accepted. Delivery means that all associated documents, certificates etc. must also be provided.

The payment period is 60 days after receipt of invoice. The invoice to be settled is one which is prepared in the required format (one original) in accordance with the applicable legal provisions and with a section specifying the PO (= purchase order) number and date, the Seller's SPOC (= Single Point of Contact) at the Buyer and the job order number for intervention requests via Retail Helpdesk Engineering. The invoice must be supported by the requisite documentary proof, such as the phase of execution for payment in instalments. The invoice must be addressed to Kuwait Petroleum (Luxembourg) S.A. at its registered address and must quote its valid VAT number.

However, the invoice must be sent to the following correspondence address: f.a.o. Accounts Payable department, c/o P.O. Box 8300, 3009 AH Rotterdam, The Netherlands. If the invoiced sums are free of VAT or subject to 0% VAT, the reason for this must be specified on the invoice. The supplier's valid VAT number must also be specified on the invoice.
5. If the order acts as confirmation or is produced pursuant to a (blanket) agreement then express acceptance of the order is not required.
6. The seller guarantees the suitability of the supplied product/the performed service for the purpose for which the buyer has purchased the product/service. If this purpose is not entirely clear to the seller it will take the necessary steps to obtain clarification in this regard. The seller will fully inform the buyer concerning all applicable rules of any kind relating to its products or services. The seller naturally also guarantees the conformity and the absence of defects.

The seller is liable as far as is legally possible for all loss or damage suffered by the buyer in the execution of the order, whether this loss or damage is caused by the seller itself and/or by the supplied product/performed service, including direct and indirect (consequential) loss, and undertakes to compensate this loss.

The seller also indemnifies the buyer for all loss or damage caused to third parties, fines and claims relating to the execution of the order.

The seller will ensure - particularly when it or its agents or appointees/employees enter the buyer's buildings in order to carry out construction, inspection or deliveries there pursuant to the buyer's order - that every precaution has been taken to prevent accidents, injury or damage to persons, goods and the environment when executing the order and that it is adequately insured against risks arising from liability, including contractual liability.

The seller also indemnifies the buyer against claims for any failure to comply with statutory regulations relating to the manufacture, supply or sale of the goods, works or services and patents, trademarks or other intellectual property rights applied for or granted, together with third parties' rights.

Seller will bear the costs of any legal proceedings which may be instituted against it or against the buyer on the basis of the aforementioned loss or damage, fine(s) and claims. It will reimburse the costs which the buyer incurs in this regard.
7. The seller provides a guarantee on the products and services which it supplies for a period of two years from the moment of first use. If the seller offers a guarantee with a longer term, that longer term will apply.
8. The buyer has the right to legally dissolve the agreement without being liable for compensation and without the need for notice of default or judicial intervention if the seller fails to comply (properly) with any obligation, either expressly stipulated or implicitly arising from the order. In applying this express dissolution provision, the buyer is also entitled to fixed compensation equal to 15% of the value of the goods to be supplied/work to be performed/service to be delivered, without prejudice to the buyer's right to prove a higher level of loss.
9. Force majeure: The buyer has the right to demand the revocation of the order/dissolution of the agreement or the suspension of the execution of the order without costs of any kind and without judicial intervention in the event of a strike, fire, accident or any other event outside the buyer's control which prevents it from receiving or using the ordered goods, works or services. The buyer will inform the seller of its desire to revoke/dissolve or suspend as soon as possible.
10. Payment by the buyer of the amount of the invoice does not constitute acknowledgement by the buyer of the compliance of the delivery, works or services with the terms and conditions of the order and does not remove the buyer's right to subsequently submit complaints or demand compensation from the seller.
11. The term "seller" covers every person, partnership or company which performs deliveries, works or services which are required for the execution of the order. The seller warrants



that all those performing deliveries or works or services in connection with the execution of this order are familiar with these terms and conditions and that they accept the resultant obligations as theirs alongside the seller.

The seller may not substitute a third party to execute the order without the buyer's prior and express permission. The seller will then propose a number of potential subcontractors which it believes have the necessary qualities and is therefore always responsible for the choice of the subcontractor(s). The buyer will check that it has no conflict of interest with regard to the proposed candidates, after which the supplier will make its choice from the remaining subcontractors. The seller is always responsible for the subcontractor.

11. All know-how, technical information, specifications, procedures and all other information arising from this order and relating to the activities of the buyer must be kept strictly confidential at all times and may not be published or disseminated without the prior written permission of the responsible person at the buyer. The seller hereby acknowledges that the buyer is entitled to demand appropriate compensation if the duty of confidentiality is breached, set at a fixed sum of € 50,000 per breach with the provision for additional compensation if the loss identified exceeds this fixed sum, without thereby detracting from any other right or claim such as for "Loss under Civil Code article 1382 ff."
12. Specific safety regulations apply to the following product categories: machines, hand tools, personal protection equipment and hazardous products. These regulations can be viewed via the website [www.q8.be/purchasingprocedures](http://www.q8.be/purchasingprocedures) under the heading 'Additional purchasing conditions HSSE'. The labelling of hazardous products must comply with the applicable legislation.  
The Safety Guide (Veiligheidsrichtwijzer) applies to sellers performing hazardous tasks. This can be viewed via the website [www.q8.be/purchasingprocedures](http://www.q8.be/purchasingprocedures) under the heading 'Safety Guide'. Hazardous tasks are tasks whereby there is an increased risk to safety such as
  - work with a hydraulic platform
  - work at height (>2m)
  - work where use is made of naked flame or tools that produce sparks
  - work on electrical installations
  - excavation work
  - work whereby measurements need to be carried out such as explosion measurement, oxygen measurement, detection of toxic substances
  - work whereby use is made of hoists & lifting equipment
  - accessing confined spaces; these are spaces which are not suitable for normal human occupation or are difficult to access or pose an additional risk.
13. Unless agreed otherwise, the seller cannot assign the order/agreement or the rights and obligations arising from it to a third party without the buyer's prior written permission. The buyer is entitled to assign its rights and obligations to a third party without the need for permission.
14. The invalidity of one of more provisions of this agreement or a part thereof will not affect the remainder of the agreement. Both parties will replace the invalid provision(s) with (a) valid provision(s) which will correspond as closely as possible to the intentions underlying the agreement.
15. Protection of privacy. The seller guarantees that it has obtained the required timely agreement from its directors, employees, representatives, agents, contractors and/or other mandatees so that KPL and companies associated/grouped with it can use the personal information which they receive through the collaboration with the seller in order to conduct its customer and supplier management, for communications/marketing purposes, execution of the contract, analyses, invoicing, management of disputes, creating and maintaining its database and combating and preventing breaches.  
KPL will make all reasonable efforts to ensure that the personal information is not passed on to third parties other than insurance companies, competent authorities and partners required in order to execute the contract. Members of senior management, employees, contractors and agents of

the Kuwait Petroleum group are thereby not deemed to be third parties.

16. These terms and conditions are governed by Luxembourg law with exclusion of the Vienna Sales Convention and any other international provision which can be excluded. The courts in Luxembourg have exclusive jurisdiction in the event of any disputes. Disputes which come under the jurisdiction of the cantonal court (Vrederechter) will be considered by the cantonal court in the Canton where the buyer has its registered address.  
This designation of jurisdiction has been made solely for the benefit of the buyer, which can waive this provision at any time.

