

## General Purchase Conditions of Interparking SA/NV and its affiliated companies

### 1. General

1.1 These General Purchase Conditions are applicable for all (future) contracts on the delivery of goods or the provision of services between the supplier of goods or the service provider, respectively, (hereinafter "Supplier") and Interparking SA/NV, duly established Rue Brederode 9 Brederodestraat, 1000 Brussels, Belgium, and registered at the RPM/RPR Brussels under company number 0403.459.919, or its affiliated companies, respectively, (hereinafter "Interparking"). They shall apply if and to the extent that no specific terms have been agreed upon and stipulated in an individual contract. Any General Terms & Conditions of the Supplier are only valid if and to the extent the written agreement of Interparking is received by the Supplier expressly confirming Interparking's acceptance of the Supplier's General Terms & Conditions. A mere reference to Supplier's General Terms & Conditions in a mail or postal correspondence shall not be construed as an acceptance on the part of Interparking.

1.2 These General Purchase Conditions shall remain valid and shall prevail over any General Terms & Conditions of the Supplier, even if Interparking accepts goods or services that the Supplier has delivered on General Terms & Conditions of the Supplier that deviate from, or are in conflict with, these General Purchase Conditions.

### 2. Bid

2.1 Bids and price quotes shall not be remunerated and shall not create any obligations on the part of Interparking.

2.2 In its offer the Supplier shall explicitly expose any discrepancies between its offer and Interparking's request. If the Supplier has an alternative solution for a request which is technologically or economically superior, it shall additionally present this offer to Interparking.

### 3. Delivery Date, Partial Delivery of Goods / Partial Provision of Services

3.1 The Supplier must comply with the agreed dates of delivery or dates of provision of services, respectively. When delivering goods, the goods shall be free of any defects and delivered to Interparking within Interparking's regular business hours, accompanied by the required shipping documents to the address specified in the purchase order. If Interparking and the Supplier have agreed to a delivery including assembly / service, the delivery of the goods free of any defects shall not be considered to have taken place until the assembly / service has been duly carried out as specified in the contract. If a formal acceptance procedure is stipulated by law or specified in the contract, the time specified for such acceptance shall be adhered to by both parties. Advance deliveries of goods / provision of services or partial deliveries / partial provision of services require Interparking's prior agreement.

3.2 If the Supplier recognizes that it will not be able to fulfil its contractual obligations either in full or in part, or not within the stipulated timeframe, it must notify this to Interparking in writing forthwith. The notice must state both the reason(s) for the delay and the predicted delay in delivery time. Any acceptance by Interparking of a delayed or partial delivery of goods / provision of services shall by no means constitute a waiver of any rights of Interparking related to late or partial delivery of goods / provision of services.

3.3 If any documents are being prepared by Interparking to enable the Supplier to carry out the order, it is the responsibility of the Supplier to request these documents in due time.

### 4. Sustainability, Code of Conduct

4.1 Interparking conducts its business in accordance with the principle of sustainable development and adheres to internationally recognized fundamental standards for occupational

health and safety, environmental protection, labor and human rights as well as responsible corporate governance (hereinafter "ESG Standards"). Interparking expects the Supplier to adhere to its "Supplier Code of Conduct" which describes these ESG Standards. The "Supplier Code of Conduct" can be found on:

<http://www.interparking.be/suppliers>

4.2 Furthermore Interparking calls upon the Supplier to ensure that all its subcontractors of any tier adhere to the "Supplier Code of Conduct" likewise.

Interparking shall have the right to check adherence to the "Supplier Code of Conduct", either itself or through third parties commissioned by Interparking.

### 5. Quality

5.1 The Supplier shall provide the goods or deliver the services according to the state of the art and quality expected from a professional from the sector and is expected to know the specificities of the business of Interparking.

5.2 The Supplier shall carry out and maintain effective quality assurance and, if requested, demonstrate this to Interparking. Interparking shall have the right to inspect this quality assurance system, either itself or through third parties commissioned by Interparking.

5.3 Any changes to the goods to be delivered or services to be provided require the prior written consent of Interparking.

### 6. Testing and Inspection in the Course of Contract Fulfilment

6.1 Interparking shall be entitled to carry out any inspections at any time during the performance of the contract by the Supplier. For this express purpose Interparking is authorized to enter the Supplier's works and visit the installations and facilities relevant for the performance of the contract during the Supplier's usual business hours after giving prior notice. The Supplier and Interparking shall each bear their own costs incurred in conducting any such inspections.

6.2 Such inspections shall not constitute a waiver of any contractual or legal rights of Interparking.

### 7. Use of Subcontractors

If the Supplier intends to use subcontractors to perform the contract from the outset, the Supplier must inform Interparking of this when submitting its offer. Subcontractors may only be employed or replaced by the Supplier with Interparking's prior written consent. The contractual obligations of the Supplier are not altered by the act of subcontracting. This means that if the Supplier remains in default, it cannot refer to the default of its subcontractor(s), for any reason whatsoever.

### 8. Shipping, Packaging, Passing of Risk

8.1 Unless agreed otherwise the delivery of goods shall be made DPU (Incoterms 2020) to the place of destination. If known the following details must be given in all shipping documents and – for packaged goods – on the outer packaging too: purchase order number, gross and net weight, number packages, completion date as well as place of destination (unloading point) and recipient.

8.2 For third country imports, the shipping documents must specify whether the goods are being delivered duty paid or duty unpaid. If the goods are delivered duty unpaid, the Supplier must submit the necessary customs documents to Interparking.

8.3 The Supplier shall notify Interparking in detail and in writing about any possible obligation to obtain a permit for (re)exports according to the respective national export and customs regulations, as well as the export and customs regulations of the country of origin of the goods and services.

8.4 The Supplier shall uphold Interparking's interests during the delivery. Goods must be packed as so to avoid damage during transport. The Supplier is liable for any damage incurred due to improper packaging. Upon Interparking's request the Supplier shall collect any accumulated outer packaging, transport and sales packaging from the Place of Destination following delivery and dispose of it or having this done by a third party.

**8.5** Up until the actual delivery of the goods specified in the contract together with the documents mentioned in clauses 8.1 and 8.2 at the Place of Destination, the Supplier shall bear the risk of loss or damage. If the parties have agreed a delivery inclusive of installation / assembly / service, the risk of loss or damage shall pass to Interparking after the installation / assembly / service has been duly completed in accordance with the contract and following the handover of the goods.

## **9. Origin of Goods**

**9.1** The Supplier declares the non-preferential origin of goods (country of origin) in commercial documents. Upon Interparking's request he will provide a proof / certificate of origin specifying the origin of the goods.

## **10. Condition of the Delivery / Service, Complaints, Rights in the Event of Defects**

**10.1** The Supplier is responsible for delivering goods and services free of defects, in particular compliance with the agreed specification of goods and services, and, additionally, for ensuring that guaranteed properties and features are present. In addition, the Supplier guarantees that goods and services meet the current technical standards and are in line with all pertinent legal regulations. If machines, equipment constitute delivery items, they shall meet the special safety requirements applicable to machinery, equipment at the time of contract fulfilment, and shall be CE marked.

**10.2** In the event of any defects, Interparking has the right to demand rectification of such defects. The mode of rectification shall be at Interparking's discretion. For the purposes of the rectification, the goods shall be made available to the Supplier either at the place of destination or at the location where the goods were located when defects were identified, according to Interparking's preference. The Supplier shall bear the cost of rectification and must execute rectification in all respects in accordance with Interparking's instructions and requirements. If (i) rectification has not been effected within a reasonable period, or (ii) rectification has failed, or (iii) it is not necessary by applicable law to fix a time period for rectification, Interparking shall be entitled to claim further legal rights in the event of defects.

**10.3** If (i) the Supplier does not fulfil its duty to rectify any defects as specified without having valid grounds to refuse to provide rectification, (ii) the Supplier seriously and irrevocably refuses to provide rectification, (iii) rectification has failed, (iv) there are fears of a loss of use of the goods, or (v) rectification may not be further postponed due to other reasons, Interparking has the right to remedy the defects itself at the cost and liability of the Supplier, or allow this work to be undertaken by third parties. Interparking is in this case entitled to demand compensation from the Supplier for the required measures. The applicable law shall apply in all other cases. Any additional rights of Interparking concerning the Supplier's liability for defects or under any guarantees shall remain unaffected.

**10.4** Interparking's right to demand rectification of any defect in accordance with clauses 10.2 and 10.3 expires after thirty (30) months unless a longer expiration period is prescribed by the law.

## **11. Property Rights**

It is the Supplier's responsibility to ensure that the delivery of the goods and / or provision of the services and the use thereof by Interparking pursuant to the contract will not infringe any patent laws, copyright or other intellectual property rights of third parties. Notwithstanding legal claims, the Supplier shall indemnify Interparking from any third-party claims for which Interparking may be held liable as a result of the infringement of any of the aforementioned property rights. The Supplier shall bear the cost of any licensing fees, expenses and fees incurred in preventing and / or rectifying any infringements of property rights, so as to ensure that Interparking is entitled to freely use the goods and services provided.

## **12. Insurance**

The Supplier shall maintain sufficient liability insurance at its own expense for damage for which it or its subcontractors or agents for which it is vicariously liable are responsible. Evidence of the amount of insurance coverage for each occurrence of damage shall be provided to Interparking upon request. The Supplier's contractual and legal liability remains unaffected by the extent and amount of its insurance coverage.

## **13. Invoicing, Payment**

**13.1** The agreed prices are net of any applicable value-added tax. Invoices are to be issued for deliveries made and services provided. These invoices shall comply with the relevant statutory invoicing requirements according to the national value-added tax legislations to which the deliveries / services being invoiced are subject. When using self-billing (evaluated receipt settlement), the Supplier must transfer to Interparking all data required as per the applicable value-added tax legislation specified in advance.

**13.2** The Supplier must provide a separate invoice for each purchase order. The invoice must include Interparking's full order number and, if applicable, the Supplier's delivery note number. Invoices must correspond to the information in the purchase order in respect of the goods described, price, quantity, the order of the items and item numbers. Invoices are to be sent to the billing address specified by Interparking in the purchase order.

**13.3** Unless agreed otherwise, the payment term shall be 60 days, the period shall commence as soon as an invoice, which meets the applicable value-added tax requirements, has been received at the billing address. In the case of self-billing, the payment period commences the day the credit memo is issued. Payment will be made subject to verification of the delivery / service provided.

**13.4** Payment by Interparking shall not be an indication of acceptance of conditions or prices, and shall not constitute a waiver of Interparking's rights with regard to deliveries made / services provided that differed from those as agreed upon, Interparking's rights to inspection, and the right to find fault with an invoice due to other reasons.

## **14. Assignment of Contract, Transfer, Change of Company Name, Offsetting, Retention**

**14.1** The Supplier may assign the rights and obligations under the contract with Interparking to third parties only with the prior written consent of Interparking.

**14.2** The Supplier is required to notify Interparking forthwith in writing of any change of its trade name.

**14.3** The Supplier is only permitted to offset claims that are undisputed or substantiated by court judgement.

## **15. Termination, Rescission**

**15.1** Interparking may terminate the contract for good cause, in particular but without limitation, on following grounds:

- A serious breach of duty by the Supplier which is not remedied within a reasonable period of time stipulated by Interparking after the written complaint is sent; or
  - a considerable deterioration of the Supplier's financial situation which threatens to impact its ability to perform its obligations under the contract and / or to discharge of its tax and / or social liabilities; or
  - the purchase or use of the goods or the service is or will be either entirely or partly impermissible due to legal or official regulations.
- In such events, the Supplier is not entitled to any further claims for damages, reimbursement of expenses or remuneration.

## **16. Supplier's Removal Duty in the Event of Termination of Contract**

In the event of termination of a service, rent or lease contract, the Supplier must, at its own expense and regardless of the grounds for termination, forthwith dismantle and remove its tools and equipment. Any waste or debris produced by the Supplier's work must be promptly removed and disposed of appropriately by the Supplier at its own expense. If the Supplier does not fulfil its duties in this regard, Interparking may undertake the work itself or have it undertaken by a third party and charge the expenses incurred to

the Supplier if the work has still not been completed after a reasonable period of time has elapsed.

#### **17. Documents, Confidentiality, Rights of Use**

**17.1** Within the contractual execution deadline, the Supplier must submit all plans, calculations or other documents regarding the services and goods provided.

**17.2** The review of any documents by Interparking shall not relieve the Supplier of any of its responsibilities under the contract.

**17.3** Any models, samples, drawings, data, materials and other documents provided to the Supplier by Interparking (hereinafter "Interparking Documentation") shall remain the property of Interparking and must be returned to Interparking forthwith upon its request at any point in time (even in the event of an early termination of the contract). The Supplier shall have no rights to retain any Interparking Documentation. The Supplier must observe the proprietary rights of Interparking in and to all Interparking Documentation.

**17.4** The Supplier is obliged to keep confidential all technical, commercial and other information obtained either directly or indirectly within the scope of the contract, in particular the information contained in the Interparking Documentation (hereinafter "Confidential Information"). The Supplier may not use Confidential Information for commercial purposes, make it the object of industrial property rights, pass it on or make it accessible to third parties in any way, or use it for any purpose other than while performing the contract. The aforementioned confidentiality obligation shall continue to apply for a period of ten (10) years after the contract has ended. This confidentiality requirement shall not include any information that the Supplier lawfully possessed prior to Interparking's disclosure of such information, or is lawfully known to the public, or has been lawfully obtained from a third party (that is not itself bound by a confidentiality obligation). Shall not be construed as Confidential Information, any information that is disclosed to persons which are bound by a legal obligation of confidentiality, whereas the Supplier shall not release such a person from his/her obligation to confidentiality. The burden of proof for such an exception lies with the Supplier. The Supplier shall ensure that his/her employees and vicarious agents subject to this confidentiality obligation comply with such obligation according to the rules set forth in these General Purchase Conditions by means of appropriate contractual agreements. Upon request, the Supplier shall demonstrate compliance with these obligations to Interparking in writing.

The Supplier shall specifically undertake all required, appropriate precautions and measures to effectively protect the Confidential Information obtained at all times against loss or against unauthorized access. This includes in particular the creation and maintenance of appropriate, required access and entry precautions for facilities, repositories, IT systems, data storage devices and other information storage devices, especially those which contain Confidential Information. This also includes informing and instructing those people who are granted access to Confidential Information pursuant to this clause. The Supplier is required to promptly notify Interparking in writing in the event that Confidential Information is lost and/or accessed by unauthorized parties.

**17.5** The Supplier shall grant Interparking freely transferable rights of use free from any restrictions as to area, content or time for all plans, drawings, graphics, calculations and other documents created or established in the framework of the contract in all known media formats including electronic media, Internet and online media saved to all imaging, audio and data storage devices. This information may have either been prepared by the Supplier itself or by third parties (hereinafter "Work Results"). Interparking has the right in particular to exploit, duplicate and distribute such Work Results wholly or in part as well as to modify them, revise them, or have the aforementioned activities carried out by third parties. Interparking also has the right to grant third parties the same complete rights to use such Work Results wholly or in part inclusive of any intermediate changes and/or revisions. The Supplier shall grant Interparking the right to use the Work Results for all types of

purposes whatsoever, whether or not known at the time of contract signing. The applicable legal regulations shall apply in this regard. In acquiring licenses and Work Results from intellectual services, especially studies, specifications, user requirement and functional design specifications, specific developments in and customization of software, Interparking has the absolute and irrevocable right to use all such Work Results.

**17.6** If it is anticipated that it will process personal data on behalf of or with Interparking, the Supplier shall enter into a "Data Privacy Addendum" (DPA) with Interparking. The standard proposal of DPA provided by Interparking, can be found on:

<http://www.interparking.be/suppliers>

#### **18. Publicity Ban, Severability Clause, Applicable Law, Place of Jurisdiction**

**18.1** The Supplier may only refer to or publicly disclose otherwise its business relationship with Interparking with the prior written consent of Interparking.

**18.2** The invalidity or unenforceability of any provision or part of a provision of the contract shall not affect the validity of the entire contract.

**18.3** The applicable law, is the law from the Interparking's (or its affiliate's) registered offices.

**18.4** All disputes between Interparking and the Supplier regarding those General Purchase Conditions shall be brought before the competent court of the Interparking's (or its affiliate's) registered offices. Notwithstanding the above, Interparking is entitled to bring a dispute before the competent court of the place of the registered offices of the Supplier.