



GENERAL TERMS AND CONDITIONS OF PURCHASE SPADEL GROUP

1. DEFINITIONS

Buyer: the company of the Spadel Group specified in the Contract or, in the absence of a Contract, on the Purchase Order.

Contract: the framework agreement between the Buyer and the Supplier on the purchase of Products.

GTCP: these general terms and conditions of purchase.

Products: the Products the Supplier sold to the Buyer in virtue of a Contract and/or a Purchase Order.

Purchase Order: the document sent by the Buyer to purchase Products from the Supplier and listing, inter alia, the Product code, the Product name, the quantity of Product ordered, the Product price, and the delivery date.

Specifications: the document outlining all the Buyer's requirements, including the terms and specificities of the Product order.

Supplier: any natural or legal person who supplies the Buyer with Products.

2. SCOPE

Unless otherwise negotiated and duly accepted in writing in the Contract and subject to any mandatory legal provisions in force, the GTCP, to the exclusion of any other documents, such as the general conditions of sale or any other contract the Supplier may issue, govern any and all orders the Buyer places.

The Supplier declares to have read and understood these GTCP and accepts that these GTCP form an integral part of the Contract or, in the absence of a Contract, the Purchase Order. The Supplier's order confirmation or conclusion of the Contract implies acceptance of these GTCP.

By signing the Contract or confirming an order, the Supplier confirms that it received all the Spadel Group's documentation and internal procedures it needs to fulfil its obligations vis-à-vis the Buyer.

3. ORDERS – PURCHASE ORDERS

The Buyer is free to place orders with the Supplier as and when required by using a Purchase Order (with or without the prior conclusion of a Contract).

The Supplier has a period of five (5) working days from the date of receipt of the Purchase Order to accept or decline the Purchase Order. Until the Supplier has confirmed the Purchase Order, the Buyer is free to amend the Purchase Order at no additional cost. Once this deadline of five (5) working day has passed, the Buyer's Purchase Order shall be deemed to have been accepted.

4. DURATION– CONTRACT

One-off orders excepted or unless otherwise provided in the Contract, the Contract is concluded for a period of twelve (12) month, without the possibility of tacit renewal and without prejudice to the provisions of article 17.

If the Contract is concluded for a multiannual duration, each party will have the right to terminate the Contract subject to a notification to the other party by registered post no less than three (3) months prior to the anniversary date of the Contract, without prejudice to the provisions of article 17 and unless otherwise provided in the Contract.

5. PRIOR APPROVAL OF THE SUPPLIER AND AUDITS

Before the Contract is signed, the Supplier will need to be approved in accordance with the internal procedure of the Spadel Group.

For the duration of the Contract, the Supplier shall grant the Buyer, at any time and subject to two (2) working days' notice, access to its site, to the various production or packaging lines, the storage facilities, and to any document related to the implementation of the Products manufactured and sold under the Contract.

At the Buyer's discretion, the inspections and audits of any undamaged Products can be carried out at the Supplier's premises, or on receipt of the Products, within twenty (20) working days as from their delivery, their implementation, or, in the event of an issue, while the Products are being used.

6. DELIVERIES

Unless otherwise provided in the Contract or on the Purchase Order, the Products shall be delivered DDP (Incoterms©2020).

a) **Delivery lead times**

The delivery lead times specified in the Contract or on the Purchase Order are strictly binding. In the event of a five (5) calendar-day delay, the Buyer may, ipso jure and without prior formal notice, choose to purchase elsewhere and pass the price difference on to the Supplier, without prejudice to the Buyer's right to claim full compensation for all the losses arising out of the delay.

Furthermore, in the event of late delivery, the Buyer will be entitled to refuse (in whole or in part) any Products it no longer has any use for as a result of the delay.

In the event of late delivery or non-delivery, the Buyer reserves the right to terminate the Contract and/or cancel the Purchase Order free of charge and without notice, without prejudice to its right to claim indemnification by the Supplier for the actual harm suffered.

If the Contract or the Purchase Order does not specify a delivery date, delivery shall be performed as quickly as possible.



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b) Logistical specifications

Delivery shall be the Supplier's sole responsibility. This responsibility extends, inter alia, to any infringement of the labour protection regulations. The Supplier shall comply with all the regulations in force on the date and at the place of delivery, and with all the general and legal provisions and, in particular, with those associated with the safety of people and assets. Accordingly, it shall see to it that anyone acting for its account acts in strict compliance with these regulations.

c) Documentation accompanying the Products

All the documents and certificates that must accompany the Products in virtue of the Specifications shall be delivered at the same time as the Products and form an integral part of the Buyer's order. Any failure shall be logged as a serious breach in the Suppliers' annual appraisal system. In cases where Products are delivered without the required documents and/or certificates, the Buyer:

- may choose to place the Products in consignment, meaning that the Products remain the property of the Supplier and that the latter shall bear the risks until all the required documents and/or certificates have been received, and/or
- reserves the right to return them, at the Supplier's risk and expense.

The Supplier shall cover all the costs and outlay arising out of the lack of the required documents and/or certificates, consignment expenses included.

7. GUARANTIES AND ACCEPTANCE

The Supplier guarantees that the Products are delivered free and clear of all liens and charges, in accordance with the specifications, both as regards quality and quantity, in accordance with the terms and characteristics agreed in the Contract and/or in the Purchase Order (Specifications included).

The Supplier shall exclusively deliver products that are free from any visible and/or hidden defects, and are in conformity with the applicable regulations, the rules of the trade and best practice, the state of technology and the normal conditions of use, reliability and product lifespan, and in accordance with their intended use or, where relevant, the use the Buyer communicated priorly. In the absence of any specific stipulations in the Contract and/or on the Purchase Order and without prejudice to any more stringent legal provisions, the Supplier guarantees that the Products are in conformity with the Buyer's needs and that they will hold up and continue to function properly for a period of twenty-four (24) months as of their delivery. Likewise, it guarantees that it will, at the Buyer's choice, without undue delay and at its own expense, repair or replace any Products that are found to be defective, faulty, or not in conformity during that period and that it will indemnify the Buyer for whatever damage arising therefrom.

On receipt, the Buyer will merely carry out an external visual inspection of the packaged Products. A visual inspection of the Products themselves will not be carried out until they are put into use. In no case shall this inspection cover hidden defects.

In cases where the Buyer expresses reservations, the Supplier is free to come and check the condition of the Products itself. If, once a period of fifteen (15) working days has passed, the faults identified have not been rectified, the Buyer will be free to reject the Products. In that case, the price shall not be due and any advances the Supplier may have received must be reimbursed to the Buyer without undue delay and the Supplier will be obliged to take the Products back at its own risk and expense. The Buyer is free to destroy any Products the Supplier fails to collect within fifteen (15) days of the date at which they were rejected, at the Supplier's expense.

Any costs and charges incurred as part of the implementation of these guarantees shall be covered by the Supplier.

8. CONFIDENTIALITY

The Supplier and the Buyer will have to share their technical processes, their know-how, the Product-specific characteristics, their studies and results, including their developments. This information shall be regarded as strictly confidential.

The Supplier pledges to acknowledge that the documents, studies, plans, diagrams, etc. are the Buyer's exclusive property. These documents must be returned to the Buyer upon its first request.

The Supplier and the Buyer undertake not to disclose this information and not to use any of the knowledge gained prior to or throughout the performance of the Contract to secure industrial property rights by filing patent or model applications.

This obligation continues to stand for a period of three (3) years as of the date at which (i) the Contract came to an end or, if later, (ii) the Supplier has completed delivery of the order.

9. INTELLECTUAL PROPERTY RIGHTS

The Supplier shall safeguard the Buyer against any claims from third parties arising out of infringements of the intellectual property rights covering the Products and shall be liable vis-à-vis the Buyer for any prejudice arising therefrom, the costs of legal assistance included. Furthermore, the Supplier undertakes to adapt any Products that infringe the intellectual property rights of a third party or to replace them with similar or equivalent products at its own expense. If that proves to be impossible, the Buyer will be free to terminate the Contract or cancel the Purchase Order, without prejudice to the indemnification of any damages it may be entitled to.

Solely the Buyer is and remains the owner of the de trademark rights, the trade names, domain names, business secrets, and any other Product-related intellectual property rights.

The Supplier, including any other party acting in its name, undertakes to not in any way publish, disseminate, or disclose any press releases, advertisements, websites, applications or promotional material that refer to the Buyer, its members, its names, logos, trademarks and/or trade names, unless the material in question has first been submitted to and approved by the Buyer in writing.



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The Buyer is free to revoke any authorisation previously granted at any time. In the event of any such revocation, the Supplier shall immediately cease the use and dissemination of the material in question and shall see to it that it is swiftly removed from any platforms, channels, and media it was published on or via which it was disseminated.

10. SUBCONTRACTING

The Supplier is not allowed to transfer the Contract and/or the Purchase Order or any of the obligations arising therefrom, or to subcontract, in whole or in part, the Contract and/or the Purchase Order without the Buyer's prior consent in writing.

The Supplier shall remain fully liable for any harm, losses, or other consequences arising out of the actions of its subcontractors.

The Buyer is entitled to transfer, without prior notice, the Contract and/or the Purchase Order or all the rights and obligations arising therefrom to any related company or, subject to the Supplier having been notified, to any other person.

11. INVOICING AND PAYMENTS

Save as otherwise provided in the Contract or on the Purchase Order, each order shall be invoiced for separately and the invoice shall always list the reference number of the Purchase Order. It shall be sent to the Buyer's registered office. As from 01/01/2026, each invoice shall be transferred via the Peppol platform if the Supplier is based in Belgium, and each invoice shall mention the Peppol ID of the relevant Buyer (Peppol ID of Spadel NV : 0208 – 0405844436; Peppol ID of Spa Monopole SA : 0208 - 0420834005 ; Peppol ID of Bru Chevron SA : 0208 – 0403939627).

VAT scheme: For each delivery, the Supplier shall communicate:

- its company's VAT number;
- the INTRASTAT number;
- SIREN / SIRET (applicable to France).

Any invoice that is not in conformity will be refused and, in consequence, will not be logged, and the Supplier shall be notified accordingly in writing (e-mail). The payment term shall be suspended until a valid invoice is received.

Unless as otherwise provided in the Contract or, in the absence of a Contract, on the Purchase Order, payment shall be effected within thirty (30) calendar days of the end of the month during which the invoice was received. The invoice date cannot predate the delivery date.

In the event of mutual claims and debts between the Buyer and the Supplier, whatever their origin, the Buyer reserves the right to offset its debts against its claims on the Supplier, or to invoke the right of retention, or a plea of non-performance, as if the claims and debts arose out of one single contractual undertaking.

12. LIABILITY

In the event of non-performance or poor performance of any obligation of the Supplier in virtue of the Contract and/or the Purchase Order, the Supplier will be obliged to indemnify the Buyer for all damage, losses, costs and expenses suffered as a result of this non-performance or poor performance.

The Supplier shall waive any and all claims/actions based on extra-contractual liability against the Buyer and its related and associated companies, including against its respective directors, executives and personnel (whether on the basis of an employment contract, or as a contractor) involved in the performance of the Contract and/or the Purchase Order, irrespective of the specific cause of the damage.

13. INSURANCE

For the duration of the Contract, the Supplier, including its subcontractors, are obliged, at their own expense, to take out and keep an insurance policy in place that covers their civil "operating" and "after-sales" liability to the amount of € 1,250,000.00 per annum and per claim minimum. The aforementioned amount does not constitute a limitation of the Supplier's liability.

The Supplier undertakes to provide the Buyer, on its first request, with a copy of the certificate from its insurance company.

The deductibles provided in the insurance policies shall be borne by the Supplier or its subcontractors.

14. FORCE MAJEURE / UNFORESEEABILITY

A situation of force majeure means any unforeseeable and unavoidable event beyond the parties' control that prevents one party from fulfilling its contractual obligations, whether in whole or in part.

Any party who is prevented from meeting its obligations, in whole or in part, because of a situation of force majeure cannot be held liable.

Every situation of force majeure shall immediately be notified to the other party and confirmed in writing within a period of five (5) calendar days, with a detailed account of why the event prevents it from meeting its contractual obligations, in whole or in part.

If, because of an event of force majeure, the party prevented from meeting its obligations is unable to resume the performance of its obligations within a reasonable period of time, the parties shall meet to define the conditions for a possible continuation of their business relationship.

If no such conditions can be agreed upon or if the situation of force majeure persists for more than thirty (30) calendar days, the party affected by the non-compliance on the part of the party prevented from meeting its obligations will be free to terminate the business relationship with immediate effect and without being liable for any termination fee.

The Parties explicitly renounce the application of article 5.74 of the Civil Code (the doctrine of unforeseeability).

15. CERTIFICATIONS



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The entities Spa Monopole, Bru Chevron, Société Anonyme des Eaux Minérales de Rideauvillé (Carola) and Les Grandes Sources de Wattwiller are ISO 14001 certified.

As part of this certification, the Buyer communicates the “Spadel Sustainable Procurement Policy”, which forms an integral part of the Contract, to the Supplier. The Supplier undertakes to read and comply with it and to see to it that its subcontractors also comply with its requirements, inter alia with the environmental requirements.

16. EARLY TERMINATION

Where one party fails to meet any one of its obligations and, after having been issued with formal notice, fails to take the relevant measures to remedy the non-compliance identified by the deadline set, the non-defaulting party will be entitled to terminate the Contract / cancel the Purchase Order without judicial intervention, with immediate effect and without being liable for compensation, though without prejudice to the option to claim compensation for the harm caused by the non-compliance with the contractual obligations.

In the event one of the parties goes bankrupt, suspends payments, or goes into liquidation, the other party will be entitled to terminate the Contract / cancel the Purchase Order without judicial intervention, with immediate effect, without formal notice, and without being liable for any compensation whatsoever.

In all the cases of termination/cancellation referred to in the present article, termination/cancellation shall be notified by registered post, specifying the grounds for the termination/cancellation.

17. PERSONAL DATA AND CYBERSECURITY

In case its relationship with the Supplier involves natural persons, the Buyer may have to process personal data within the meaning of Regulation (EU) No 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (“GDPR”).

The Buyer acts as the controller. It shall scrupulously comply with the provisions of the GDPR. The Seller processes the personal data for the purposes and reasons described in its privacy policy which has been published on the Spadel website [Privacy policy | Spadel](#).

Data subjects have a right of access, rectification, erasure of the data relating to them and to object to their processing for legitimate reasons, in the cases described in the [Privacy policy | Spadel](#).

To exercise these rights, a signed and dated request, together with a recto/verso copy of the identity card of the person exercising his or her rights, shall be sent by post to the address: Avenue des Communautés 110, 1200 Brussels, or by e-mail to the address: privacy@spadel.com.

For the duration of the Contract, the Supplier undertakes to put and keep the appropriate cybersecurity measures, compatible with the sector-specific standards, in place to protect the systems and data used for the performance of the Contract.

In the event of a security incident involving data or services connected with the Contract, the Supplier shall immediately notify the Buyer and take all the necessary measures to address it.

The Supplier confirms that the Buyer may also impose more concrete, additional cybersecurity-related obligations, should this prove necessary in the context of the applicable legislation (a. o. Directive (EU) 2022/2555).

18. ARTIFICIAL INTELLIGENCE

18.1. Definitions

- AI Prompting (“**Prompt(s)**”): the process of entering inputs or requests (questions, orders, or statements) into an AI system to obtain a specific response.
- Artificial intelligence system (“**AI system**”): a machine-based system designed to function with various levels of autonomy, which can be adapted after deployment, and which, for explicit or implicit purposes, infers outputs from the inputs received that can influence real or virtual environments;
- Generative artificial Intelligence (“**AI**”): technology that focuses on the creation of new content, including texts, images, sounds, or videos, on the basis of models and structures learned from existing data.
- Output generated by AI (systems) (“**Output**”): all the results (ideas, images, graphics, animations, videos, reports, creative content, and other works) generated by an AI system in the context of its deployment.

18.2. General principles for the use of an AI (system)

AI and AI systems must be used:

- in an ethical and responsible manner, keeping in mind safety and security, while minimising any potential damage;
- transparently and in such a way that a register of the AI processes can be created;
- in compliance with all the applicable laws and regulations;
- with due regard for users’ privacy, by ensuring that data are protected, and in compliance with the relevant privacy-related regulations and standards.

18.3. Authorised use

The Supplier will need the Buyer’s prior consent in writing to use AI systems in the context of the Contract / Purchase Order. To obtain this



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authorisation, the Supplier shall provide the Buyer, in good time, with the following information:

- Identification of the required AI systems;
- An adequate explanation of the purpose for which the AI system is used;
- Examples of Prompts;
- Confirmation that the AI systems used are compliant with the applicable laws and regulations;
- Any other relevant information about the use of the AI system that can help the Buyer to assess it.

The Buyer reserves the discretionary right to refuse or approve the request to use the AI system without having to justify its decision.

The Buyer will never be obliged to reimburse the additional costs arising out of the use of AI systems.

18.4. Liability

If the Buyer authorises the use of one or more AI systems in accordance with article 18.3 GTCP, the Supplier:

- shall be responsible for the proper implementation and functioning of the AI system(s) deployed;
- shall be responsible for the regular risk assessments and audits of the AI system, by reporting any risk or incident to the Buyer without delay and by implementing measures to mitigate them;
- shall check that the use of the AI system(s) used is consistent with the Buyer's AI policy, where relevant;
- shall not in any way enter, capture, or incorporate data or information about the Buyer that is not in the public domain (including any type of confidential information and/or business secrets) in(to) the accessible generative AI systems (e.g. ChatGPT). This includes information about clients, suppliers, subcontractors, employees, directors, or specific product-related information (its formulation, characteristics, etc.), contracts, financial data, price structure, etc.;
- shall not enter any personal data (of employees, clients, etc.) into accessible generative AI systems (for instance, ChatGPT);
- shall not infringe the Buyer's or any third party's intellectual property rights.

Any prompts the Supplier uses must be saved and stored so that they are available to and can be consulted by the Buyer on request.

All the intellectual property-related provisions (cf. article 9 GTCP) are fully applicable to all (content containing) Output. The Supplier guarantees that the Buyer is free to use the Output unrestrictedly for its intended purpose. The Supplier shall indemnify, defend, and hold the Buyer harmless from any liability for claims from third parties associated with intellectual property or any other complaint, costs (lawyer's fees), damage/loss arising out of or related to the use of AI systems in the context of the performance of the task.

Any infringement of the present article, and, in particular, of the use of AI in breach of article 18.3 and/or 18.4 of the GTCP, shall be regarded as a breach of a material contractual obligation authorising the Buyer to terminate the Contract and/or to cancel the Purchase Order in accordance with article 9 GTCP.

18.5. Transparency of and reporting on the AI systems

The Supplier undertakes to provide the Buyer with an annual report on the (authorised) AI systems used to execute the Contract / Purchase Order. This report shall include:

- an overview of the AI systems used for the task;
- an explanation of the role and functionalities of these AI systems relative to the task.

On receipt of the Buyer's written request, the Supplier shall provide this report within 30 working days.

19. MISCELLANEOUS PROVISIONS

Where one of the terms of these GTCP is deemed to be null and void, illegal, or inapplicable, the other terms shall remain valid, and the term(s) affected will be validly replaced to ensure that it/they reach their initial objective(s).

On no account shall the agreements or sales between the parties be regarded as a partnership.

Under no circumstances can any provision or right under these GTCP be waived without a written declaration signed by the party concerned. Any waiver of a provision, condition, or a right granted under the GTCP shall not be construed as a waiver of any other right, provision, or condition.

The fact that the Buyer does not enforce or delays in enforcing any provision of the Contract/a Purchase Order/these GTCP shall not amount to a waiver of the rights mentioned herein. No waiver, consent, or amendment shall be binding on the parties unless it has been put in writing and was signed by both parties.

20. APPLICABLE LAW AND COMPETENT COURT

The GTCP and any purchases made by the Buyer are governed by Belgian law. The application of the provisions of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods, as amended, is expressly excluded.

In the event of dispute, solely the courts of the place of the Buyer's registered office shall have jurisdiction unless the Buyer decides to seize another competent court, more specifically, the court for the place of the Supplier's registered office, or for the place where the Products were loaded.
