

General terms and conditions of CSM applicable to all deliveries and contracting of third parties

1. INTRODUCTION

1.1. Binding effect of the terms and conditions

The current general terms and conditions and the special terms and conditions mentioned in the contract are, together with the contract, subject of the agreement between parties.

In the event of inconsistencies between these general terms and conditions and the stipulations of the special terms and conditions mentioned in the contract, the latter will prevail.

The general terms and conditions of our co-contracting party will only be applicable if they were accepted in writing by CSM, and this previous to signing the contract.

The modifications made to the contract will only be valid if they were previously accepted, in writing, by both parties.

1.2. Transfer and subcontracting

Without prior and written consent by CSM, the contract cannot be transferred, nor subcontract, fully or partially. The fact that CSM has allowed that specific works are executed by third parties can never be seen as a silent acceptance of approval of a subcontract or transfer.

The acceptance by CSM of another co-contractor or a subcontractor does not mean that the co-contractor would be free from the obligations that lie with him in respect of CSM. The co-contractor stays obliged to all of his obligations in respect of CSM.

In the event of subcontracting or transfer of the entire contract or a part of the contract, the co-contractor guarantees that the subcontractor or the new co-contractor has a registration number and that he will respect the stipulations of the agreement.

1.3. Representation

The agreements entered into by the representatives, agents and intermediaries of CSM will only be binding for CSM after written confirmation.

Every reservation, which is made by the co-contractor with regard to the general and special terms and conditions of CSM and which is not explicitly accepted by CSM, is legally considered inexistent, irrespective of the time such reservation was made.

With regard to this, the co-contractor will never be able to appeal the silence of CSM.

1.4. Applicable law – competent courts

Only the Belgian law is applicable.

However, in respect of its co-contractor, CSM also disposes of the right to appeal to all rights and demands, which other co-contractors of CSM assert in regard to CSM for deliveries and/or works executed by the co-contractor (see a.o. article 11.3).

Every dispute with regard to the interpretation, the conclusion, the execution or the termination of the current agreement comes within the competence of the Courts of the judicial district of Brussels and/or Hasselt, as desired by CSM.

CSM reserves the right, however, to bring this dispute before:

- The courts of the judicial district of the place of residence or the registered office of the co-contractor;
- The courts of the judicial district of the place of execution of the contract;
- The court or arbitrator before which CSM has to appear within the framework of the works and/or the deliveries.

1.5. Election of domicile

The co-contractor elects domicile in Belgium and will serve this election of domicile to CSM on the day of signing of the contract.

CSM elects domicile at its registered office in Hamont-Achel, Hamonterweg 103.

2. TERMS

2.1. The term of delivery or execution is imperatively applicable to the co-contractor. These delivery terms are being set out taking into account all anticipated as well as unforeseen circumstances and risks that might prevail. The co-contractor can only rely on cases of "force majeure" and "bad weather conditions" when they are accepted by the client of CSM.

In order to be able to appeal to an extension of a term the co-contractor will have to dispose of a document of the senior representative of CSM, which shows the cause of the extension of the term and in which this extension is approved.

If the co-contractor does not dispose of such document he will not be able to appeal to any extension of the term.

The non-protest by CSM against the non-observance by the co-contractor of the terms can never be seen as a silent renunciation of this term of execution, nor of the right to damages due to delay.

CSM does explicitly reserve the right to postpone all or part of the performances or to suspend the delivery and / or performances of the co-contractor. The co-contractor will accept these changes, without being entitled to an adjustment of the price, compensation or an extension of the execution period, unless explicitly agreed otherwise in the contract. In that case, the term of which the co-contractor disposes of

is being extended by a term equal to the suspension, but without the co-contractor being able to demand a price adjustment or compensation.

2.2. Irrespective of what is stipulated in art. 7 every delay of the co-contractor will involve that immediately, legally and without proof of default, a fine will be imposed of 2 % of the total amount of the agreement and this per started calendar week's delay. This fine will be due on demand and will legally and without notification be subject to compensation with the sums that are or will be payable by CSM.

This weekly fine is fixed and irreducible and only covers, as explicitly agreed, the increase of site costs caused by this delay. If this fine would not suffice for the compensation of the actual increase of the site costs sustained by CSM, CSM has the right to have the actual damages compensated by the co-contractor.

All the other possible damage, direct or indirect, which results from the delay, can be proved by CSM in accordance with the rules of the civil and commercial law.

2.3. If the general situation of the site requires so, and only CSM can make a never contestable decision on this, the co-contractor will execute his performances and/or deliveries during the weekends and/or during the holiday periods and/or during the night without being able to demand any additional compensation from CSM, if this last does not receive an additional compensation from the customer.

3. PREVIOUS INFORMATION AND VERIFICATION

The co-contractor is obliged to look into all the information, specifications, plans, tenders, etc., which were given to him by CSM in order to verify their adequacy with the objective observed by CSM. The co-contractor is obliged to immediately communicate each mistake, and more specifically each miscalculation with regard to the quantities, the measurements etc. By way of information, the co-contractor will communicate the result of the verifications, tests and examinations, which he will carry out in order to check the correctness of the information and the documents.

The approval by CSM of the documents transferred by the co-contractor, does not relieve this last of his responsibilities. On the other hand, every modification made to already approved documents has to be subjected to previous approval of CSM.

4. ACCEPTANCE OF THE ELEMENTS OF SUPPORT AND/OR POINTS OF ATTACHMENT OR CONNECTION

Before the start of the execution the co-contractor will proceed to a careful inquiry of the elements, which will function as support for his own works and/or deliveries; he will also carefully examine the points of attachment or connection of his own works and/or deliveries to other installations.

This inquiry will not be limited to the state and the nature of these elements and these points of attachment or connection, but will also concentrate on their technical specifications. These last will be communicated by CSM on request of the co-contractor. Before the start of the execution of the works and/or deliveries, the co-contractor should communicate to CSM by registered post, which elements could cause problems in the execution of the contract.

If the above mentioned communication does not take place the elements of support or points of attachment or connection will be considered accepted and approved by the co-contractor.

By not reacting the co-contractor recognizes and declares that those elements of support and the points of attachment and connection are adapted to the execution of his work en guarantees e.g. their good resistance.

Subject to written and formal reservation made by the co-contractor prior to the execution of his own works, he is legally deemed to accept and approve all the elements; those which he has to integrate in his deliveries or performances, as well as those which must act as support or point of attachment or connection for other installations.

This article is interpreted in the broadest sense.

5. THE DELIVERIES AND PERFORMANCES

The delivered goods, which have to be in conformity with the order, must be first-quality goods. The performances must correspond with the performances of a specialized professional and must be executed in accordance with the regulations of CSM.

On request of CSM the co-contractor will have to execute every modification or additional performance necessary for the perfect execution of the works, as well as drop posts without him being able to claim damages.

At any time CSM can check the works and even have them suspended when these are considered insufficient. Thus, CSM can also refuse every delivery if it judges that the agreed quality is not respected. This suspension and/or refusal can by no means justify a delay with regard to the co-contractor.

The non-refusal of a delivery and/or works cannot be considered as an acceptance by CSM of the relevant delivery and/or works.

The co-contractor formally obliges to not suspend his performances and/or deliveries, for any which reason, save order of CSM.

In response to the delivery the co-contractor will transfer a certificate, confirming that the delivery meets the above mentioned requirements.

6. CONFORMITY OF THE DELIVERIES AND THE PERFORMANCES WITH THE LEGAL, OFFICIAL AND ADMINISTRATIVE REGULATIONS, AS WELL AS WITH THE REGULATION OF THE TENDER

6.1. The deliveries and the performances have to be in conformity with the whole of the legal, official and administrative regulations in force, among which:

- A) the applicable standards in the country of destination;
- B) with regard to electrical installations: the rules and regulations for the electrical installations, issued by the association of Belgian insurers;
- C) with regard to the personnel of a co-contractor: the co-contractor undertakes to pay his personnel, on his own responsibility, wages and allowances which are no lower than the minimum wages stipulated by the regulations in force for the current company. He is bound to comply with all the legal, official or conventional stipulations concerning safety and hygiene, as well as general terms of employment, tax law and social security, with regard to his personnel.
- D) with regard to the registration and anti gangmaster measures: the co-contractor declares that he is validly registered according to the stipulations of the relevant Belgian law. Before the start of the works and with each invoice the co-contractor is obliged to deliver proof to CSM that he disposes of the required registration for the works that are the subject of this agreement.

In the event of deletion of the registration the co-contractor agrees to notify CSM by registered post, this within three days from announcement of the decision of deletion by the registration committee. He agrees to inform CSM in any case before each request for payment done after the deletion and this under penalty of being responsible, legally, for payment of the amount of the fines and tax and social increases, which would be charged to CSM as a result of non-observance of the orders of the relevant legislation. In any case, the co-contractor is bound to compensate CSM for the costs and the losses it suffered by the non-observance by the co-contractor of his social and tax obligations. In the event of deletion of the registration it is explicitly agreed that CSM has the right to:

a) without proof of default and without having to turn to Court, consider the contract as annulled, this legally due to the mere fact of deletion. CSM will then have the right to execute the works itself or have it executed by third parties, with which the higher cost, as well as the compensation, can be calculated with the sums owed by CSM to the co-contractor.

b) to postpone every payment to the deleted co-contractor in order to protect himself against the solidarity of the tax and social debts of the co-contractor, as well as against the supplement of the price and the above mentioned compensation.

E) with regard to safety: the co-contractor agrees to make every effort to, during the works, ensure the safety and the health of his personnel and that of CSM or third parties. All legal and official regulations with regard to safety, hygiene, health and the wellbeing of employees are strictly applicable, and in particular:

- the applicable laws of 04/08/1996 concerning the wellbeing of employees during the execution of their work, as well as the order of execution thereof as mentioned in the Codex;
- the legal regulations from A.R.A.B. (General Regulations on Industrial Safety) in the field of safety and hygiene as well as from A.R.E.I. (General Regulations on Electrical Installations);
- the applicable Royal Decrees and regulations with regard to work equipment;
- the applicable Royal Decrees and regulations with regard to personal protective equipment.

Are also applicable, the special safety provisions stipulated in the tender or imposed by the customer of CSM or by persons who are appointed for the coordination of the safety on site by the customer or the building management. Furthermore, the co-contractor has to observe the special safety provisions imposed by CSM, in particular those, which are in the safety plan of CSM or those, which are communicated by the person responsible of the site.

Moreover, for works in the workshops of CSM the internal safety regulations: "Working safely in the workshop" apply. An excerpt (VGM-WI-010) is hereby enclosed.

6.2. The co-contractor declares thoroughly going through the safety regulations, which are referred to in these terms and conditions, and being aware of them before starting the works and agrees to observe these regulations and to have them observed, by his own personnel as well as by personnel of possible subcontractors. The co-contractor also declares that he has received a suitable training with regard to safety and hygiene, that he has given this training to his employees and that he has never been prosecuted for disregard of safety and hygiene regulations towards his employees.

6.3. The co-contractor will, at least 8 days before the start of the works, provide CSM with all the necessary data for the assessment of the risks that the activities of the co-contractor imply for the safety and the health of the personnel of CSM and third parties. These data contain among others:

- the specific risks of contracting of the co-contractor;
- the human means and the materials he will put in;

- the preventive measures he will take to comply with the above mentioned safety measures;

- the identity of the person responsible for the safety;

These data will essentially be communicated in writing, preferable in the form of a safety plan. For sites of a very short period of time or on which little personnel is employed, as well as in case of emergency interventions, these data can be communicated orally, with which the onus of proof to show that these data have been communicated by her with every legal remedy, lies with the co-contractor.

These data will be drawn up in Dutch and, if need be, in the foreign language used on the site.

The co-contractor will appoint a person responsible, and will communicate his identity to CSM, to whom the safety instructions can be communicated and who is capable of having them observed by his personnel and by the personnel of subcontractors. If there is no such appointment the overseer, or if there is no overseer, the employee of whom CSM thinks that he is most highly skilled, will be deemed to take on these functions. The co-contractor will send a representative to the site meetings to which he is invited. This representative will be competent to enter into agreements for the co-contractor. The persons mentioned here have a thorough command of the Dutch language, of the foreign language used on site and of the language of their own employees.

When different companies execute their activities at the same time, they have to:

- cooperate in order to observe the regulations in respect of safety, hygiene and health;
- gear their activities to one another in order to protect themselves against occupational hazards and to prevent these;

- inform each other and their respective employees about these risks.

If the co-contractor does not fulfil his obligations CSM will have the right, after proof of default not acted upon, to take the necessary measures at the expense of the co-contractor, to re-establish the required situation in respect of hygiene and safety. In the event of an emergency or serious danger the above proof of default will be replaced by a communication within the briefest period of time. CSM will have the right to send the co-contractor, his employees or his subcontractor away, to deny them access to the site or workshop if the regulations are not observed.

Furthermore, the co-contractor will take every material safety measure necessary for the protection of the employees against the foreseeable risks inherent in their job.

7. MEASURES, WHICH CAN BE TAKEN LEGALLY, AND RESOLUTIVE CLAUSE

7.1. In the event of failing by the co-contractor with regard to any which of his obligations and among others in the event of delay of the co-contractor in respect of the set term of which the respect is always considered as an essential element of the agreement of the parties, CSM has the right to legally take every useful measure if the proof of default coming from CSM and sent by registered post, fax or email, stayed unacted upon during a period of 5 calendar days.

The enumeration below of possible measures is merely exemplary:

- to prohibit the co-contractor to keep executing his performances of a part thereof,
- to order the co-contractor to leave the site or a part thereof,
- to have the performances of the co-contractor continued or finished by a third party and this at the expense and at the risk of the failing co-contractor.

In such case there has to be proceeded to drawing up a description of the materials that are delivered and the works that are executed, with an indication of the quantities and an estimation of their value based on the prices agreed in the special terms and conditions. There also has to be proceeded to drawing up a list of errors or defaults that have to be rectified. This record and detailed list will be drawn up in concertation with parties or in absence of such concertation by CSM, with which the co-contractor has to be invited to be present at the topography with a term of notice of 48 hours.

All the costs and the damage caused by the application of these measures, as well as every difference in price resulting from the execution of the works by a third party, will be at the expense of the failing co-contractor.

7.2. The stipulations of article 7.1. cannot cause any detriment to the right of CSM to call upon the legal breaking or the legal annulment of current contract and to claim damages from the co-contractor.

- in the event of failing by the co-contractor to comply with any which of his obligations and also among others in the event of the non-observance of the set terms, this if the registered proof of default has remained unacted upon during 5 calendar days.

- without prior proof of default in the event of:

- in voluntary settlement of the co-contractor, deposition of a petition to judicial agreement, summons in bankruptcy, introduction of a procedure to postponement of payment, whether or not judicial or any similar procedure;

- actions carried out by the co-contractor, which are punished with a penalty clause:

- every event, whether or not foreseeable or avoidable, in respect of the co-contractor or his subcontractors, which is of the nature that it endangers the good execution of the contract within the set term.

- refusal by the co-contractor to continue his performances or deliveries.

7.3. Current stipulation does not harm what is stipulated in article 2.

8. TERMINATION ON GROUNDS OTHER THAN A CONTRACTUAL MISPERFORMANCE

CSM is at all times entitled to unilaterally terminate this agreement (application of Article 1794 B.W.), provided that the co-contractor is being reimbursed for all services already delivered, but without payment of any loss of profit.

8. TRANSFER OF OWNERSHIP AND THE RISKS

CSM becomes owner of the deliveries and the performances from the moment that they are either delivered or executed.

However, the risks stay at the expense of the co-contractor until the day of the final acceptance of the deliveries and/or the final delivery of the performances and the works. Therefore the co-contractor will make all the necessary arrangements in order to keep his deliveries and his works in perfect condition and in order to guard over his work until the final delivery.

9. ACCEPTANCE – DELIVERY

9.1. Deliveries without performances of services, except for those inherent in the delivery.

The deliveries will be the subject of a double acceptance, one of them being temporary, the other one being definitive. This double acceptance has to be drawn up contradictably and in writing between parties in the presence of the Customer and this on request of the co-contractor:

- the temporary acceptance will take place after the delivery of the goods on the place and at the agreed time and only concerns the conformity in respect of the quantity. Every other non-conformity can be invoked by CSM until the day of the final delivery;
- the definitive acceptance will take place one year after the temporary acceptance and only covers the visible deficiencies and what is visibly not in conformity with what is ordered, with exception of all hidden deficiencies, irrespective of their importance; the supplier will stay responsible at all time.

9.2. Delivery of services with or without delivery of goods

The works will be the subject of a double acceptance, one of them being temporary, the other one being definitive. These two deliveries have to be drawn up contradictably and in writing between the parties in the presence of the Customer and this on request of the co-contractor:

- the temporary delivery will take place 15 working days after the co-contractor has informed CSM that the works are finished. This temporary delivery will only have the effect of a conclusion of termination of the works.
- the definitive delivery will take place at the earliest 15 days after the request, which the co-contractor will do on that subject and which can only be addressed to CSM one year after the temporary delivery. This definitive delivery, starting point of the ten-year liability, only covers the visible deficiencies and the points that do not visibly correspond with the order, to the exclusion of the guarantee, irrespective of their importance, and of the ten-year liability to which the co-contractor is held.

9.3. Stipulations which are binding to the acceptances and the completions

The acceptances and the completions will be the subject of a contradictably drawn up report between parties, in 3 copies, by which each copy has to be signed by each party. The co-contractor will have to inquire in advance with CSM with regard to the identity of the persons authorized to commit. Only the reports signed by persons who are explicitly authorized by CSM, will be binding.

The acceptances and completions can on no account and under no circumstances whatsoever, be considered as happened silently. Consequently, nor the partial or the entire appropriation of the deliveries or de works, nor their use, nor the absence of dispute during a certain period, nor the entire or partial payment can ever be considered as an acceptance or a silent completion.

9.4. If the Customer refuses to be present upon invitation of the co-contractor, the stipulations of the articles 9.1, 9.2 and 9.3 will not be applicable and both the temporary and the definitive completion of the deliveries and/or performances of the co-contractor will only happen at the same time of the temporary and definitive completion by the customer of the total site.

10. ASSESSMENT

If an agreement cannot be reached between parties with regard to the existence, the cause, the responsibilities, the extent and the estimation of the damage resulting from the non-conformity, from the deficiencies, from the poor execution of the deliveries and/or the works of the co-contractor or with regard to the damage caused by an accident or any other circumstance, to the installations, material or goods of the parties, they will, with reservation of all their rights and without any disadvantageous recognition on unilateral request of the most diligent party, have appointed an expert by the President of the Commercial Court in Brussels with the task to, within the shortest period of time:

- describe the non-conformity, the deficiencies or the poor execution and the circumstances of the accident or de cause of the damage;
- prescribe all the measures in order to bring about the continuation or the resumption of the performances that are the subject of the agreement within the shortest period of time and in order to avoid a recurrence of the circumstances of the accident or the cause of the damage,
- determine the causes and the responsibilities, to proceed to all determinations and to taking all necessary samples;
- describe and evaluate the damage suffered;

- proceed to every determination or to every research necessary for the settlement of the dispute between parties.

The parties already agree that the thus appointed expert gets permission to summon them for every meeting per fax, telegram or email, subject to a 24 hour term, and commit to make every effort to make the task of the expert pass as quickly as possible and in the best circumstances, and this under penalty of damages at the expense of the failing party.

11. RESPONSIBILITY – LIABILITY

11.1. The co-contractor takes the full responsibility for every damage he would cause to CSM or third parties as a result of or in response to the conclusion or the execution of the current agreement.

The co-contractor will ensure the guard of his working material and of the deliveries and the works he will have executed.

It is explicitly agreed that CSM does not take on any responsibility and, consequently, the co-contractor will indemnify CSM against every claim with regard to this.

11.2. The co-contractor guarantees that his deliveries and/or works are free of any deficiency, among others of conception, of matter, of manufacture, of assembly, of functioning and of user safety, all this within the framework of the circumstances in which they are used and which he declares to know well. To that end he will be responsible for his slightest error.

To that end he will also be held to replacing or repairing, and this within the shortest period of time and at his expense, all deliveries and/or works, which CSM or the Customer considers deficient. If the co-contractor fails to do this the deficient delivery or performance can be repaired or replaced by CSM or by a third party appointed by CSM, but at the expense and at the risk of the co-contractor. This stipulation does not harm the other rights of CSM and among others the right to demand damages from the co-contractor for the repair of the suffered damage.

11.3. It is explicitly agreed that the co-contractor takes over the full responsibility from CSM in regard to the Customer, this both during the works as during and after the period of guarantee.

The co-contractor agrees that his liability for the works is also controlled by stipulations concerning liability and responsibility of CSM in regard to direct and indirect customers and third parties. The co-contractor takes the place of CSM entirely and signs all declarations of surrender and all guarantees which are demanded from CSM. The co-contractor is also bound to go along with every decision of the customer with regard to the performances and/or deliveries of the co-contractor.

11.4. In respect of CSM the co-contractor in the capacity of "qualified specialist" (determining condition of the order) has the full responsibility of the conception and the execution, as well as the final result. Thus the co-contractor will have to indemnify CSM for every direct or indirect damage, which this last would suffer, and this as far as the damage is directly or indirectly related to a failing, irrespective of the extent, of the co-contractor.

11.5. The co-contractor stays responsible for the perfect maintenance of his performances and/or delivered materials. He will keep the concerning risks at his expense, and this in accordance with what is agreed with the Customer. The co-contractor will take every useful measure to that end.

12. INSURANCES

The co-contractor will insure his personnel against all industrial accidents and against the accidents at and on the way to work and this for an amount which, at least, corresponds to the legal obligations.

The co-contractor will conclude an insurance policy "All risks at the site", which covers the damage to the work and the civil liability in respect of all the participants in broadest sense, to the execution of the works, as well as in respect of third parties.

CSM reserves the right to have a copy of these insurance policies sent.

13. PRICE OF THE DELIVERIES AND PERFORMANCES

The agreed price was determined based on the requirement by CSM, including the requirements with regard to the quality of the materials and with regard to the processing thereof in accordance with the rules.

The price comprises all deliveries and all works, including the additional deliveries and performances which are necessary for the perfect and complete execution of the agreement in accordance with the stipulations of the tender and the current agreement. If CSM would have to deliver unforeseen deliveries or performances as a result of the course of action of the co-contractor, CSM has the right to invoice these unforeseen deliveries and/or performances to the co-contractor and to deduct them from the price. The agreed price is fixed.

In order to charge a price increase, the co-contractor will, mandatorily and in advance, have to dispose of the approval by CSM. The approval can only be given in a document of the person in charge of CSM, which shows the nature of the additional works, their price and their influence on the agreed price.

This stipulation also goes for all unprovided and/or additional works and for works by direct labour.

14. FORCE MAJEURE

The co-contractor must notify CSM in writing of any fact or circumstance that might possibly release him from his contractual or legal liabilities, which may lead to the fact that the co-contractor shall not be able to fulfill his obligations or shall have to suspend

the performance thereof. The notification has to be made within 48 hours starting from the moment when that fact or circumstance occurs and the contracting partner has knowledge of it, or should reasonably have known about it. This period shall be regarded as expiry period. Any claims based on such facts or circumstances are only admissible and due to the extent that those facts or circumstances have been recognized and accepted by the client of CSM.

15. BILLING, PAYMENTS AND EFFECTS

15.1. Billing

Will only be taken into account the invoices, which:

- a) are drawn up in three copies;
- b) mention the references of the site, the order and the documents with regard to the changes, unforeseen performances or works by direct labour;
- c) accompanied by an accumulated statement of execution (and by a contradictable measurement of the order concerns probable quantities) in which every item of the order is resumed and which has to be signed by the site manager of CSM.

The signing of the site sheets does not mean a recognition of the payable nature of the mentioned performances and/or deliveries or acceptance of these works and/or deliveries.

There will not be a silent acceptance of the invoices.

The payable nature of the invoices will only be definite as a result of the acceptance or the final completion and the drawing up of the final payment of the works.

15.2. Payments

The payments done by CSM do not bring along any presumptions with regard to the quality or the conformity of the delivery, nor of the quality or the good execution of the performances. They cannot be considered an acceptance of the whole or a part of the delivery, nor as taking delivery of the whole or a part of the performances.

Each payment has to be considered an advance to be charged to the settlement of the total price. This payment does not decrease in any case, and this until the acceptance or final completion, the responsibility of the co-contractor.

Furthermore, that payment does not release the co-contractor from his obligation to repair, adjust or change of every delivery or every performance with regard to which would be determined a deficiency.

The invoices will be paid, with reservation of all rights and without disadvantageous recognition, within 10 calendar days after receipt of payment by CSM from the Customer.

By way of guarantee for the good execution by the co-contractor of his obligations, 10 % of the amount will be deducted from each invoice. 50 % of this deduction will be paid 30 days from the end of the month of temporary completion. The remaining 50 % of this deduction will be paid 30 days from the end of the month of final completion.

In the event of discontinuation of the activities of the co-contractor, of his request for legal settlement or of his bankruptcy, CSM will be legally entitled to keep deducting the total of the deductions until after expiry of the 10-year term of liability.

Parties explicitly agree that all the amounts that are payable or that will be payable by CSM to the co-contractor are legally compensated with the amounts, even those which are not yet fixed or claimable, that the co-contractor owes or will owe CSM, based on this order due to the non-execution or poor execution of all or some of the obligations and based on other agreements. To this end it is emphasized:

- a) that the fact it is not immediately proceeded to compensation or that an additional term of execution or delivery is granted to the co-contractor, can never be considered as going back on the obtained and thus existing compensation on behalf of CSM.
- b) that the dispute of the claim by CSM cannot harm the agreed compensation, which will only be confirmed or cancelled with retroactive effect by a final judicial decision.

15.3. Commercial instruments – endorsement of the invoice – transfer of the claim

No commercial instrument can be drawn by the co-contractor upon CSM, no invoice can be endorsed and no claim can be transferred without prior consent of CSM.