



# GENERAL TERMS & CONDITIONS

## 1. WORKING TIME

### 1.1. Working Hours.

Working hours for Vivablast's employees are from 7:30am to 4:30pm, from Monday to Saturday. Vivablast respects all official holidays applicable in the country.

### 1.2. Overtime

Overtime includes extra working hours, night shifts, Sundays, and official holidays. Two categories of overtime are identified: overtime requested by the customer, and overtime initiated by Vivablast.

#### 1.2.1. Overtime requested by the customer.

Overtime requested by the customer shall be approved by Vivablast's Operation Manager prior to happening. Overtime requested by the customer and agreed on by Vivablast's Operation Manager shall be invoiced to the customer.

#### 1.2.2. Overtime initiated by Vivablast.

Vivablast may initiate overtime should there be any delay in the project planning incurred to Vivablast's operations or a need for earlier completion of the project for Vivablast. Overtime initiated by Vivablast shall not be invoiced to the customer.

## 2. QUALITY

### 2.1. Documentation.

Prior to the project, both parties shall determine the quality controls (QC) tests to be conducted along the operations process and their schedule. Vivablast's Operation Manager shall provide the required quality documentation on time and receive approval from the customer to validate the quality documentation.

### 2.2. Quantity.

Final quantity shall be verified by both parties following the International Method for Industrial Painting Work and following international standards for other scope of works.

### 2.3. Inspection visits.

An inspection visit schedule should be agreed on by both parties prior to the beginning of the project.

Should the customer be willing to conduct an additional inspection of Vivablast's work, the customer shall send to Vivablast's management an official request with at least 48h notice.

Vivablast shall not accept any complain after an inspection visit of the customer that was not planned nor requested.

### 2.4. Final Product.

Vivablast is committed to always deliver final products that meet international quality

standards and customer specifications.

For any further specification requested by the customer for the final product, an acknowledgement and agreement of Vivablast's ability to meet these requirements shall be translated into the offer made by Vivablast to the customer.

Should the customer have any additional aesthetic specifications for the final product, the customer is responsible for providing Vivablast a picture or a sample of the required final product before the beginning of the project so Vivablast can ensure the company has to capacity to provide the required aesthetic specifications. Once the project is completed, Vivablast shall submit a work acceptance certificate to the customer for approval. By signing the work acceptance and returning it to Vivablast, the customer acknowledges and certifies Vivablast has delivered the required final product.

### 2.5. Customer satisfaction.

With its commitment to provide the best customer satisfaction, Vivablast pays special attention to customer feedback.

The customer shall find a feedback report attached to the final work acceptance. Vivablast would highly appreciate to receive the feedback report duly filled by the customer after completion of a project to continuously improve the services the company can provide.

## 3. SAFETY ENVIRONMENT

### 3.1. Vivablast's commitment.

Vivablast commits to use proper tools, equipment, materials, and consumables for the good completion of the project.

Vivablast pledges to ensure its workers have proper personal protection equipment (PPE) endowment and always wear them on site.

Vivablast also guarantees its workers have attended safety awareness training and have access to social security. In case of incident injuring one of its workers, Vivablast commits to cover the transportation from the working site to the nearest hospital as well as any medical treatment or operation needed.

Upon request from the customer, Vivablast can provide HSE statistics of the company with the offer.

Vivablast's commits to leave a site in a proper condition after completion of the project and ensures that any waste generated is disposed of according to its type.

### 3.2. Customer's responsibility.

The customer is responsible for providing basic facilities (such as trash bins, access to running water or toilets) and safe working environment to Vivablast's workers.

Should the conditions offered by the customer on site be not compliant with safety rules, Vivablast shall discontinue the

operations until the safety rules are implemented. Should the operations be delayed because of safety rules not being implemented by the customer, Vivablast shall invoice the lost man hours to the customer at the standby rate.

Should the Vivablast team be operating without respect for the safety rules, the customer shall immediately stop the operations and report the situation to Vivablast's management. Should the operations be stopped by the customer because of unsafe work performed by Vivablast's team, Vivablast shall not invoice the lost man hours to the customer.

## 4. PAYMENT TERMS

### 4.1. Invoicing.

### 4.2. Taxes.

The Value Added Tax is not included in the price mentioned in the offer sent by Vivablast to the customer. Therefore, an additional 10% of the invoice amount shall be added to each invoice for the VAT.

### 4.3. Payment.

The payment shall be received by Vivablast within 30 calendar days from the date mentioned in the transmittal notice attached to the invoice. In case of disagreement with the invoice, complaints and requests from the customer can be submitted within 10 days from the date mentioned on the transmittal notice to Vivablast. Should the invoice be modified, and a revised version of the invoice issued, payment shall still be received by Vivablast within 30 days from the date mentioned in the transmittal notice attached to the original invoice.

### 4.4. Mean of payment.

Vivablast shall accept payments made in cash or bank transfer and leaves to the customer the choice of the mean of payment.

### 4.5. Late payment.

Late payment shall be charged an extra 0.5% of the invoice per calendar days of delay and invoiced to the customer.

The late payment shall be invoiced by Vivablast to the customer as a separate invoice once the late payment has been received by Vivablast.

*In case of overdue more than 15 days, VB shall stop the services abruptly.*

## 5. CUSTOMER SCOPE

### 5.1. Access to site.

The customer is responsible to ensure Vivablast's team have access to the working site at the date agreed on prior to the beginning of the project.

Should any gate passes, badges, identification documents or safety trainings



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be a necessity to access the working site, the customer shall inform Vivablast of the modalities prior to the beginning of the project to ensure Vivablast's team can start the operations on time.

Should Vivablast's team arrive to the working site at the date agreed on prior to the beginning of the project and their access be denied, the lost man hours shall be invoiced to the customer at the standby rate.

## **5.2. Vivablast's assets safekeeping.**

The customer is responsible for providing a location on the working site where Vivablast can safely install its on-site store to store its equipment, materials, and consumables.

The customer shall be held responsible for any damage or loss of any equipment, materials or consumables happening beyond Vivablast's working hours.

## **5.3. Material supply.**

Should the customer be in charge of materials and/or consumables supplies, the quantities and planning of deliveries shall be agreed on prior to the beginning of the project.

Should there be any delays in the delivery of materials and/or consumables supplied by the customer, Vivablast shall not be held responsible for the delay of the project. Should Vivablast's work completion be hampered by the late delivery of materials and/or consumables supplied by the customer, Vivablast shall invoice the lost man hours to the customer at the standby rate.

Should the materials and/or consumables supplied by the customer be damaged and/or unsuitable for utilization (because of poor storage condition before delivery or wrong product order), Vivablast shall not be held responsible for the extra cost and the extra delivery to be arranged.

Vivablast has a right refuse to use materials and/or consumables supplied by the customer should Vivablast determine required specifications cannot be met with the materials and/or consumables.

## **5.4. Electric and water supply.**

Both parties shall agree on the responsible party for water and electricity supply prior to the beginning of the project.

Should the customer be responsible for electricity and/or water supply on site, an agreement on capacity and accessories needed for electricity and/or water supply shall be agreed on by both parties prior to the beginning of the project.

## **5.5. Logistics on site.**

Both parties shall determine the responsible party for logistics prior to the beginning of the project.

Should the customer be responsible for on-site logistics, Vivablast shall inform the

customer of its logistics needs prior to the beginning of the project. Should Vivablast work completion be hampered by logistic issues attributed to the customer mismanagement, Vivablast shall invoice the lost man hours to the customer at the standby rate.

## **5.6. Coordination meetings.**

Upon request from the customer or from Vivablast, coordination meetings shall be organized to ensure the project planning is followed and activities completed in proper working conditions.

Should the customer refuse to organize or attend a coordination meeting, the customer shall be held responsible for coordination issues arising on site.

## **6. CUSTOMER NON-CONFORMITY**

### **6.1. Planning and Coordination.**

The planning of the project shall be discussed and agreed on by both parties prior to the beginning of the project. The customer shall inform Vivablast of any modification in the planning of the project. Should a modification in the planning be requested by the customer and result in a delay in work completion for Vivablast team or in an additional need for supply to be bear by Vivablast, the extra costs of Vivablast mobilization shall be invoiced to the customer.

### **6.2. Destruction of Vivablast work by the customer (or other sub-contractors hired by the customer).**

Should the work of Vivablast be damaged by the customer or any other sub-contractors hired by the customer during the operations, the customer shall be held responsible for the damages.

After the damage, Vivablast shall establish a non-conformity report to be sent to the customer. The non-conformity report shall mention recommendations to process the reparations of the damage, as well as the cost incurred by the damage. Vivablast shall complete the reparations of the damage upon approval of the non-conformity report by the customer.

### **6.3. Environmental conditions.**

Before the beginning of the project, both parties shall agree on a standby rate.

Should Vivablast's activity be discontinued because of environmental conditions (such as floods, heavy rainfall, strong wind, extreme heat), a non-conformity report shall be prepared by Vivablast and sent to the customer. Related invoices shall be issued at the standby rate agreed on by both parties prior to the beginning of the project.

## **7. ITEM/SUBSTRATE RELEASE**

### **7.1. Release conditions.**

Overall quality of items to be modified by Vivablast's activities shall be evaluated prior to the beginning of the project. Vivablast scope of work for treatment and repair of specific items shall be defined prior to the beginning of the project.

### **7.2. Release daily quantities.**

Should the customer commit to release a quantity of output necessary for Vivablast's activities, the customer shall be responsible for achieving the release of this output.

Should the customer be not able to meet its commitment and Vivablast's work completion be hampered, Vivablast shall invoice the lost man hours to the customer at the standby rate.

## **8. AFTER SALE CONDITIONS**

### **8.1. Short term repairs and touch up.**

Vivablast commits to intervene and repair defaults attributed to Vivablast's work after completion of the project and signature of the work acceptance by the customer should the customer informs Vivablast of the defaults within two weeks after the completion of the project.

Repair and touch up of defaults attributed to Vivablast's work shall not be invoiced to the customer.

### **8.2. Long term warranty.**

Should a warranty provided by Vivablast be agreed on by both parties prior to the beginning of the project, a letter of guarantee detailing the terms and conditions of the application of the guarantee shall be submitted by Vivablast to the customer.