



Public limited company

SPECIFICATIONS ASEVA/2024/1

CONCERNING THE FRAMEWORK AGREEMENT FOR THE STORAGE AND RELATED SERVICES OF ENERGY PRODUCTS, INCLUDING CRUDE OIL, PETROLEUM PRODUCTS AND THEIR SUBSTITUTES

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EXECUTIVE SUMMARY

These specifications describe the manner in which the public limited company ASEVA will conclude Individual storage contracts to store and manage (hereinafter referred to as **Individual Storage Contracts**) its security stocks of energy products, including crude oil, petroleum products and their substitutes, hereinafter referred to as: **Products**.

"Substitute products" are liquid fuels which may or may not conform to the same combined nomenclature¹ code as petroleum products, with or without the same product specifications and/or uses, and which are intended to substitute or be blended with fossil fuels.

The specifications and their appendices, in particular ASEVA's General Terms & Conditions for Storage (hereinafter: GTCS), the current version of which, which may be amended from time to time by ASEVA, is set out in **Appendix 5**, determine the rights and obligations of the contractor ("**the Storage Operator**") and ASEVA.

Companies wishing to enter into contracts with ASEVA for the storage of Products (hereinafter referred to as: the tenderers) must, in a first single step aimed at placing this framework agreement, submit a bid to ASEVA in accordance with the provisions explained in these specifications. The multilateral or multiparty framework agreement will be concluded with those bidders who submit the most economically advantageous bid for ASEVA. If their bid is accepted by ASEVA, they will be placed on a list of ASEVA Selected Storage Operators (the "Shortlist").

Once on this ShortList, the Selected Storage Operators will receive all the specifications relating to the mini-competitions for the conclusion of Individual Storage Contracts issued by ASEVA, unless objective reasons mentioned in these specifications or in the GTCS oblige ASEVA to remove them from this ShortList.

The documents that must accompany a bid for participation in the Framework agreement are listed in these specifications and explained in text part II.1. . The way in which a bid is assessed is described in Part IV.

For more information on mini-competitions for specific public procurement contracts, see text section I.6.b.

¹ The Combined Nomenclature (CN) is the European Union's eight-digit coding system, which serves for the EU's Common Customs Tariff.

I. GENERAL PROVISIONS

Terms that are capitalized in the specifications but not in everyday language are defined either in these specifications or in the General Terms & Conditions for Storage (**Appendix 4**).

Definitions and abbreviations of terms used in these specifications :

- Directive 2009/119/EC: EU Council Directive 2009/119/EC of 14 September 2009 imposing an obligation on Member States to maintain minimum stocks of crude oil and/or petroleum products.
- ESPD : European Single Procurement Document
- GTCS: ASEVA's General Terms and Conditions for Storage
- GDPR: General Data Protection Regulation
- The Shortlist: list of Storage operators selected by ASEVA after evaluation in accordance with the award criteria in these specifications of the bid submitted by these companies to participate in this framework agreement.

I. 1 About ASEVA

This Procurement procedure ("**the Procedure**") is organised by the public limited company ASEVA. ASEVA is the federal agency responsible for the management of the Belgian compulsory stocks of oil and oil products and of additional strategic stocks in accordance with Belgian legislation and European Directive 2009/119/EC.

An overview of ASEVA's legislation, mission, tasks and organisation is available on its website: <http://www.aseva.be>.

ASEVA has exclusive competence to carry out, on Belgian territory or elsewhere, public service tasks relating to the holding and management of compulsory stocks of oil and oil products and of additional strategic stocks, in accordance with the provisions of the Law of 21/12/2023 concerning the holding of a mandatory stock of oil and oil products, the holding of additional strategic stocks for the country's energy supply in the event of an energy crisis, the management of an oil supply crisis and the organization of ASEVA as amended from time to time, hereinafter referred to as "**the Law**".

ASEVA's public service tasks include:

1. holding and managing its mandatory stocks and additional strategic stocks;
2. preparing effective and efficient management of mandatory and additional strategic stocks in the event of an energy crisis, including the smooth and organised disposal on the market of its stocks.

ASEVA is also competent for the following additional tasks:

- 1° contributing, in support of the competent authorities, to the management of an energy crisis;
- 2° provide expert advice to the competent authorities in defining an effective and efficient storage strategy.

I. 2 Applicable regulatory framework

The Procedure complies with Belgian, European and international regulations on minimum stocks of oil and petroleum products.

The Directive and ASEVA-Law are available at the following address: <http://www.aseva.be>.

The purpose of the Procedure is to fulfil ASEVA's statutory mission pursuant to Article 5, §1 of the Law.

ASEVA complies with the public procurement legislation. The Procedure will be published, inter alia, in the Official Journal of the European Union, in the Bulletin des Marchés Publics and on the ASEVA website. The placement of the framework agreement and the award of Individual Storage Contracts through mini-competitions will be carried out in a transparent manner, respecting the principles of non-discrimination and equal treatment.

a) Public procurement regulations

- Law of 17 June 2016 on public procurement contracts (hereinafter: Public Procurement Law);
- Royal Decree of 18 April 2017 on the award of public procurement contracts in the traditional sectors (hereinafter: RD Award) ;
- Royal Decree of 14 January 2013 establishing the general rules for the execution of public procurement contracts (hereinafter: RD Execution) ;
- Law of 17 June 2013 on the grounds, information and remedies relating to public procurement contracts, certain works, supplies and service contracts and concessions.

b) Environmental, social and labour law

Social and labour law means the law referred to in Article 7 of the Public Procurement Law:

- The Law of 10 May 2007 to combat certain forms of discrimination, the Law of 10 May 2007 amending the Law of 30 July 1981 to punish certain acts inspired by racism and xenophobia and the Law of 10 May 2007 to combat discrimination between women and men;
- The Law of 4 August 1996 relating to the well-being of workers during the performance of their work, in particular chapter Vbis. Special provisions relating to violence and moral or sexual harassment at work.

I.3 Derogations from the general rules of execution ("GRE")

The following provisions of the general implementing rules applicable to the award of service contracts do not apply, or apply in a slightly modified manner, to this Procedure:

Article 33 of the GRE: Deposit: no deposit is required.

I.4. Contracting authority - Contact persons

ASEVA Public limited Company
Boulevard de l'Impératrice 66
1000 Brussels (Belgium)

Contact persons :

- Managing Director: Jan Vanderhaeghe, tel: + 32/483/42.94.25, e-mail: jan.vanderhaeghe@aseva.be

I. 5 Type and description of the Procedure

This public procedure is a **procurement of services**.

In particular, the Procedure concerns the conclusion by ASEVA of Individual Storage Contracts for the storage and management of energy products, including crude oil or petroleum products or their substitute products, hereinafter referred to as: Products.

ASEVA has potential storage needs in the following circumstances: when

- its stockholding obligation increases and additional Products must be purchased and stored,
- the stocks managed are diversified and the decision is taken to buy - and therefore store - new Products;
- an Individual Storage Contract, with storage needs remaining unchanged, is terminated or discontinued for any reason whatsoever.

Individual Storage Contracts entered into under this framework agreement will have a duration determined in the procurement documents of the mini-competitions issued under this framework agreement. These durations will be at least one year and may be longer depending on ASEVA's strategy, the pricing, whether the storage capacity is retrofitted or newly built, etc.. Individual Storage Contracts may be concluded for a duration exceeding the maximum duration of this framework agreement (4 years + 1 year renewable) if 1° it concerns scarce storage capacity, this maximum duration is in line with ASEVA's long-term storage strategy and the longer duration translates into lower storage costs OR 2° the longer duration reflects the payback period of the investments to be made by the Selected Storage Operator.

The mini competitions organised by ASEVA under this framework agreement will mention all the information necessary for the selected Storage Operators to be able to submit a well-founded offer, in particular the Product to be stored, the storage method and the additional services requested (in

particular : keeping the Product in compliance with the Specifications by means of rotation or refreshments), the execution criteria to be respected for the storage of a specific Product (including: the authorisations), the required location of the capacity offered, the duration, date or start period of the Individual Storage Contract, the minimum and maximum capacity to be offered, the regularity and award criteria and any provisions derogating from or supplementing the GTCS.

These specifications and their appendices, in particular the GTCS, the current version of which (which may be amended by ASEVA from time to time) is set out in **Appendix 5**, define the rights and obligations of the Storage Operator and ASEVA for a specific Individual Storage Contract. The Individual Storage Contract resulting from a mini-competition launched under this framework agreement defines the terms and conditions specific to this specific storage.

The provisions of the GTCS and the Individual Storage Contract form an integral part of the Procedure description. In the event of any contradiction, the provisions of the Individual Storage Contract shall prevail over those of the GTCS, and the provisions of the GTCS shall prevail over those of these specifications.

I. 6. Contract procedure

The public procedure with European publication is chosen (Article 36 of the Public Procurement Law). This is a multilateral or multiparty **framework agreement**, i.e. the Contract is executed by placing separate orders according to the actual needs on the part of ASEVA for required storage capacity of various Products. To this end, mini competitions are organised between the Selected Storage operators under this framework agreement. No minimum order guarantees are thus given to the Selected Storage Operators. Accordingly, they cannot claim minimum off-take during the term of the Framework Agreement.

The Contract comprises two phases:

I. 6. a. The placement of the framework agreement - Current phase

In this current phase, tenderers submit bids to participate in the Framework Agreement and these bids are evaluated by ASEVA in accordance with the provisions mentioned in IV.

This phase results in the placement of the Framework Agreement with the Selected Storage operators and the preparation of a list of Selected Storage operators (the "Shortlist").

The bid submitted to this framework agreement will first be assessed against the exclusion and selection criteria and then against the award criterion mentioned in section III.3.

I. 6. b. The mini-competitions under this framework agreement

This is a second repeatable phase, where each Selected Storage operator is invited to participate in a mini-competition, i.e. to submit a bid for a specific Product Storage Requirement (Annex 6 contains a model Individual Storage Contract resulting from the award of such a mini-competition). The Selected Storage operator is free not to participate in one or more specific mini-competitions. They

will not thereby lose the right to be invited to tender for subsequent mini-competitions under the Framework Agreement.

The specifications that ASEVA will provide to the Selected Storage Operators in this second phase will contain all the information concerning the storage need concerned, the award criterion and the evaluation and award method.

Regular bids submitted as part of a mini-competition are those that :

1. Are submitted by a Selected Storage operator;
2. are submitted within the deadline specified in the mini-competition and in accordance with the terms stipulated in the procurement documents;
3. contain all the information requested and meet the execution criteria specified in the specifications ;
4. are signed by the authorised person(s).

Tenders submitted in a specific mini-competition remain binding, unless otherwise stipulated in the call for tenders, for a period of ninety (90) calendar days from the deadline for submission of the tender.

Once the deadline for submission of tenders stipulated in the invitation to the mini-competition has passed, ASEVA will proceed with the evaluation of the tenders and their award.

- ASEVA will assess the completeness of the bids and may ask the Selected Storage Operators to provide the missing documents/information as soon as possible.
- The regularity criteria will be explained in detail in the invitation to a specific mini-competition. Bids that do not meet the regularity criteria will not be taken into consideration when assessing the award criteria.
- The award criterion on the basis of which the most economically advantageous bid for a mini-competition is determined is, as a rule, the price for storage requested by the Selected Storage operators for the storage of the Product and ancillary services. In justified circumstances, one or more further qualitative award criteria may also be applied (e.g. the specific way of managing stocks, the implementation of legal measures, including security, environmental and cyber measures). These will be explicitly mentioned in the specifications of the mini-competition.
- A Selected Storage Operator who has submitted the most economically advantageous regular bid for ASEVA will become the ASEVA Storage Operator for the specific storage.
- If two or more bids have the same score after application of the award criteria and if ASEVA's total storage needs are exceeded by taking the two bids into account, an additional mini-competition between these Selected Storage Operators will be organised according to the rules defined in the procurement documents.

I.7. Indicative value of the Procedure

Due to the various parameters - originating from ASEVA's requirements or from needs as yet undetermined or dictated by the storage market - which influence the price for storage capacity, it is difficult to determine the value of this Procedure in advance.

ASEVA currently has some xxx m³ of storage capacity for crude oil and petroleum products which have to be renewed or diversified on a regular basis. This will take place by means of this framework agreement.

As an indication, ASEVA gives an insight in the mini-competitions for storage capacity that have been organised in recent years and in the storage needs already planned for the near future.

Organised mini-competitions under the former Framework agreement for storage capacity:

Starting period new Storage contracts	Crude oil (m ³)	Diesel/heating oil (m ³)	Gasoline (m ³)	Jet fuel (m ³)
1st semester		40.0000	150.000	40.000
2020 – 1st semester 2021	1.850.000	700.000	185.000	160.000
2023	420.000			

Indication of the general needs for new storage capacity for the upcoming period:

- 2024: Some 400.000 m³;
- 2025-2026: some 700.000 m³;
- 2027-2028: some 1.000.000 m³.

The maximum value of this Procedure is set at 600 million euros for the entire duration of this framework agreement.

I.8. Procedure duration

This Framework Agreement has a duration of 4 years and will start on 1/3/2024. The Framework Agreement will apply from the mini-competitions which will be launched from March 2024. ASEVA may extend the duration of this Framework Agreement by one (1) year for justified reasons.

I.9. Technical provisions relating to this Procedure

These technical provisions, rights and commitments of ASEVA and the Storage Operator are contained in ASEVA's General terms and Conditions for Storage (GTCS) which form an integral part of this Contract and the latest version of which forms part of these specifications as **Appendix 5**.

I. 10. Announcements, corrections and adjustments - Additional information

This Procedure, corrigenda and adjustments a.o. in response to new legislation will be published in the Official Journal of the European Union, in the Public Procurement Bulletin and on the ASEVA website.

Further information on the procedure and content of the Procedure can be obtained from the contact persons listed in point I.4. or at info@aseva.be.

Answers to frequently asked questions will be compiled by ASEVA and communicated to all interested companies.

I.11. GDPR regulations

a. Processing of the personal data of the tenderer or the (selected) Storage operator

ASEVA shall process personal data obtained from the tenderer or the (selected) Storage Operator which is included in the bids in response to the requirements of the specifications, or which is communicated to ASEVA during the performance of the Procedure, in accordance with the "Applicable Privacy Legislation" (including, but not limited to, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation" or "GDPR") and the Law of 30 July 2018 on the protection of individuals with regard to the processing of personal data). ASEVA processes such personal data exclusively for the purpose of awarding and performing the Procedure.

Access to and consultation of personal data will be limited to ASEVA staff and to the bodies responsible for administrative and budgetary control, for whom such access and consultation are necessary from the point of view of their duties.

By submitting their bids, tenderers declare that they have read the confidentiality policy attached as **Appendix 4** to these specifications, which concerns the processing of personal data.

b. The processing of personal data by the tenderer or the (selected) Storage Operator, as well as by the persons appointed by him and his employees

The tenderer or the (selected) Storage Operator shall, in the context of its participation in the procurement procedure, take all the measures and formalities necessary to comply with the applicable legislation on the protection of privacy.

The tenderer or the (selected) Storage Operator guarantees in particular that it has collected the personal data of the data subjects in a legally valid manner, that it can add them to the bid or that it can communicate them to ASEVA during the performance of the Procedure. The tenderer or the (selected) Storage Operator will only collect the data and transmit it if it can rely on one of the legal bases mentioned in Article 6 of the GDPR and after having adequately informed the data subject.

The confidentiality policy for candidates, tenderers and contractors in the context of public contracts is available in **appendix 4**.

I.12. Applicable law

Disputes relating to applications, the Framework Agreement and Individual Storage Contracts are governed entirely by Belgian law, to the exclusion of the Vienna Convention of 11 April 1980 on Contracts for the International Sale of Goods.

II. Bids

II. 1. Composition of a bid file

Tenderers must submit all the documents listed and detailed in the table below, using the appendixes indicated where appropriate.

Document	Description	Model
1	Letter demand to participate in the framework agreement	Annex 1
2	Plan of approach qualitative storage management	Annex 2
3	European Single Procurement Document	Annex 3
4	Financial information: three most recent annual accounts	

1. Letter demand to participate in the framework agreement

With this letter, the tenderer demands to participate in the framework agreement. A model of this letter is attached to these specifications in **annex 1** and must be completed by the tenderer and completed by their company logo/information.

2. Plan of approach qualitative storage management

With this document and added information, the tenderer provides the information necessary to test the qualitative award criterion as explained in section IV.c. of these specifications. The tenderer completes the form that goes as **Annex 2** of these specifications and adds further useful information.

3. European Single Procurement Document

In accordance with European and national public procurement legislation, the bid shall contain a completed and appropriately signed ESPD document. It consists of a formal declaration by the tenderer that the relevant grounds for exclusion do not apply, that the relevant selection criteria are met and that the tenderer will provide the relevant information requested by the contracting

authority. By submitting its tender, accompanied by the ESPD document, the tenderer officially declares on honour:

1. that he is not in any of the compulsory or phakultative exclusion cases, which require or allow him to be excluded;
2. that he meets the selection criteria established by the contracting authority.

This blank document accompanies these specifications as **Annex 3**.

4. Financial information

The tenderer's approved annual accounts (balance sheet, profit and loss account, notes and balance sheet) for the last three financial years. If the tenderer has only one or two approved annual accounts, only these must be attached. If no approved annual accounts are available at the time of registration, the tenderer must explain the reason in detail.

II. 2. Specific rules for associations of undertakings and companies belonging to the same group of undertakings.

II. 2. a. Specific rules for associations of companies

To be able to participate in the Procedure, Belgian registered oil companies or foreign oil companies with legal personality may form associations of companies:

- if this association of undertakings has legal personality, the bid must contain the documents listed in point II.1 concerning this association of undertakings.
- if this association of undertakings does not have legal personality, all the undertakings that are members of this association of undertakings must meet the exclusion and selection criteria listed in Section II.1. In this case, the bid must therefore also contain a complete list of all the undertakings that are members of the association of undertakings and, for each of these undertakings, the documents listed in Section II.1 as well as a declaration drawn up by all the tenderers confirming that they are jointly and severally liable for the proper performance of their commitments arising from the Framework agreement and the Individual Contracts.

II. 2. b. Specific rules for companies belonging to the same group

Companies belonging to the same group of companies may be represented by a single entity which meets the selection criteria mentioned in point II.1.3. and which guarantees the commitments entered into by the other companies in the group.

Companies are considered to be part of the same group if they are related within the meaning of articles 1.14 to 1.18 of the Belgian Companies and Associations Code.

II. 3 Submitting a bid

II.3. a. Method of submission

Bids may be submitted in Dutch and/or in French and/or in English.

Given the principle of electronic submission, bids should be submitted as follows: via the e-procurement platform (e-Tendering). More information on submission via the e-procurement platform: see **Annex 7**.

ASEVA is not responsible if your bid does not arrive (on time). Merely by submitting its bid via electronic means of communication, the tenderer accepts that the details of its bid are stored by the receiving system.

By submitting his bid, the tenderer automatically waives his general or special storage conditions, even if they are mentioned in one or other annex in his bid. The tenderer shall indicate in its bid what information is confidential and/or relates to technical or commercial secrets and therefore may not be disclosed by the contracting authority.

II.3.b. Deadline for submission

Bids must be submitted via the e-procurement platform no later than Friday 15/3/2024 , 12:00 CET².

II.4. Validity of the bid - commitment period

Tenderers will remain bound by their bid for a period of 90 days starting on the day after the deadline for submission of bids.

III. Exclusion and selection criteria - validity of bids - award criteria

III. 1. Exclusion and selection criteria

III.1.a. Exclusion criteria:

The tenderer must not be in one of the cases of exclusion referred to in articles 67 to 69 of the law on public procurement, namely

² As a back-up procedure, in the event of technical problems in submitting via the e-procurement platform, tenderers can also submit their bid via the ASEVA electronic safe to the notary's office Kiebooms-Vlaeminck, Amerikalei 163 in Antwerp, with whom the rules for processing and dispatch have been agreed and who will only deliver the bids to ASEVA after the deadline. A confirmation of receipt for dispatch via the notary can be requested by mail or by telephone at RVG@amerikalei163.be (Robin Van Gysel) or LS@amerikalei163.be (Laura Smet) or + 323 233.59.74 respectively.

All the eligibility conditions of the bids remain in force.

- have been convicted by a court decision that has the force of res judicata of one of the following offences: 1° participation in a criminal organisation; 2° corruption; 3° fraud; 4° terrorist offences or offences linked to terrorist activities, or instigating, aiding or abetting or attempting to commit such a crime or offence; 5° money laundering and terrorist financing; 6° child labour and other forms of trafficking in human beings; 7° employment of illegally staying third-country nationals.
- non-compliance with tax and social security payment obligations
- additional :
 - 1° violating environmental, social and labour law,
 - 2° they are bankrupt or being wound up, have ceased trading, are having their affairs administered by the courts, have filed for bankruptcy, are having their affairs administered by the courts or are having their affairs administered by the courts, or are in a similar situation as a result of proceedings of a similar nature under other national rules ;
 - 3° where the contracting authority can prove, by any appropriate means, that the candidate or tenderer has committed a serious professional error calling his integrity into question;
 - 4° where the contracting authority has sufficiently plausible evidence to conclude that the candidate or tenderer has committed acts, agreements or understandings intended to distort competition within the meaning of Article 5(2) ;
 - 5° where a conflict of interest within the meaning of Article 6 of the Public Procurement Act cannot be resolved effectively by other, less drastic measures;
 - 6° where, as a result of the candidate's or tenderer's previous participation in the preparation of the placement procedure, a distortion of competition as referred to in Article 52 of the Public Procurement Act has occurred and cannot be remedied by less drastic measures;
 - 7° where the candidate or tenderer has shown significant or persistent failure to fulfil an essential requirement in a previous public contract, contract with an awarding authority or concession agreement and this has led to the adoption of ex officio measures, damages or other similar penalties;
 - (8) where the candidate or tenderer has been guilty of serious misrepresentation in supplying the information necessary to verify the absence of grounds for exclusion or compliance with the selection criteria, or has concealed information, or has been unable to produce the supporting documents required under section 73 or 74; or
 - 9° where the candidate or tenderer has attempted to influence unduly the decision-making process of the contracting authority, to obtain confidential information likely to give him an unfair advantage in the award procedure, or to provide knowingly misleading information likely to have a significant impact on the exclusion, selection and award decisions.

III.1.b. Selection criteria :

The following selection criteria have been defined for this Procedure:

o Financial stability:

In his offer, the tenderer demonstrates

- 1° a minimum equity of 1,000,000 euros or a solvency ratio of 20% ,
- 2° a positive result before interest, depreciation and amortisation (ebitda) and
- 3° a positive return on equity ratio.

In order to evaluate this criterion, the bid must include the approved annual accounts (balance sheet, profit and loss account, explanatory notes and social balance sheet) of the tenderer for the last three financial years. If the tenderer has only one or two approved annual accounts, only these shall be attached. If no approved annual accounts are available at the time of submission, the tenderer shall explain the reason in detail.

III.2. Award criterion

To this end, the tenderer answers the questions listed in the Plan of Approach Qualitative storage management that goes as **Annex 2** to these specifications and attaches the information requested in this document to his bid. The answers will be compared with those of the other tenderers and a shortlist will be drawn up on that basis.

IV. Evaluation of the bid

IV.a. Completeness

ASEVA first assesses the completeness of the bid, i.e. it checks that all the documents listed in the table in Text Section II.1 are attached to the bid file.

ASEVA may ask the tenderer to provide missing documents/information as soon as possible.

IV.b Exclusion and selection criteria

To assess the exclusion criteria, the fully completed and correctly signed ESPD document will be considered in the first instance. This ESPD document does not prevent ASEVA from inquiring, at any stage of the procedure and by any means deemed appropriate, about the situation of the tenderer/selected Storage operator regarding the exclusion criteria. This applies in particular to the exclusion criteria mentioned in III.2.a. third indent, 3° tem 9°.

The assessment of the selection criteria focuses on testing the financial information against the financial stability requirement.

IV.c. Assessment of the award criterion

From regular bids of tenderers not covered by the exclusion criteria and meeting the selection criteria, the answers given by the tenderer in the plan of approach Qualitative storage management that goes as **Annex 2** to these specifications and accompanying documentation are assessed against the qualitative award criterion.

For a favourable assessment, the tenderer must obtain at least a rating of 50/100 on its plan of approach and, by submitting and signing the Plan of Approach document, endorse the statements made in Text Section 2 of this document.

V. Award of the framework agreement

Tenderers who are not awarded the framework agreement will be notified by registered letter. ASEVA will respect towards these companies a standstill period of 15 calendar days starting the day after sending the letters of non-award. These companies may lodge an objection to ASEVA's decision.

Tenderers awarded the Framework Agreement will be shortlisted and will be invited by ASEVA in mini competitions during the term of the Framework Agreement to submit bids. ASEVA envisages awarding (shortlisting) a Framework Agreement to more than 15 bidders, with no obligation to do so.

For the duration of the Framework Agreement, they must continue to comply with the requirements of the exclusion and selection criteria. **The selected Storage Operators are obliged to inform ASEVA if the information they have provided is no longer correct or up to date and from the moment when one of the exclusion criteria mentioned in point II.4.a. becomes applicable to their situation.**

ASEVA reserves the right to check at any time the accuracy and up-to-dateness of the information provided by the selected Storage Operators and, if necessary, to check with the competent authorities. If it appears that the information provided by the selected Storage Operator is no longer up to date, the selected Storage Operator has one (1) calendar month, as from the notification to ASEVA or the communication by ASEVA, to bring itself into conformity.

As long as the selected Storage Operator is not online, it cannot submit a bid for the mini-competitions under the Framework Agreement. If the selected Storage Operator does not come online within the aforementioned period, it will be removed from the Shortlist.

VI. 7 Acceptance procedure

The tenderer is deemed to have read the terms of the specifications (including its annexes) and to have taken them into account in his bid. By submitting his bid, he accepts the terms of the specifications without reservation.

VII. ANNEXES

1. Model letter demand for participation in the framework agreement
2. Plan of approach qualitative storage management
3. European Single Procurement Document
4. Declaration of confidentiality for tenderers
5. ASEVA General Terms & Conditions for Storage (GTCS)
6. ASEVA Individual Storage Contract
7. Manual for submitting applications via the eprocurement platform.

Brussels, 26/1/2024

APPENDIX 1: Model Letter demand for participation on the Framework agreement

<Tenderer Header>

Subject: Demand for participation in the framework agreement for Storage ASEVA/2024/1.

I/We, the undersigned, as authorised signatory(ies) of <company name> (the tenderer), hereby submit the following bid for assessment by ASEVA.

I hereby request to be invited to submit a bid for the conclusion of (a) Individual Storage Contract(s) for Product with ASEVA.

If I/we am/are invited to submit a bid, I/we will submit a bid on the basis of the ASEVA/2024/1 specifications relating to the framework agreement for the storage and related services of energy products, including crude oil, petroleum products and substitute products, its General terms and Conditions for storage, the specifications of the specific procedure for storage capacity by ASEVA and the Individual Storage Contract.

The attached bid file consists of the following documents:

Document	Attached (yes/no)
Plan of approach Qualitative Storage management and possible additional documentation	
Completed and signed Single European Procurement Document	
Three most recent annual accounts	

Company

Name

Social form

Address (street+number)

Postcode + city

Country

Contact person(s) for bid and mini-competitions :

Name

Function

Tel

Fax

Email

Date and place

Signature

Name

Function

ANNEX 2: Plan of approach for qualitative Storage facility management
Questionnaire to assess the award criterion
To be read together with the ASEVA GTCS in Annex 5 to these specifications

<Brief head of registrant>

1. Answers on qualitative depot management and information to be provided

1.a. General rules storage - accounting

Tenderer's vision of operations care and competence; compliance with statutory provisions & rules (Articles 1.1. and 1.2.; 5.1., 5.2, 5.3.):

1° Technical inspection and maintenance of installations

2° drainage and disposal of water and waste

3° qualitative and quantitative measurement of arrivals and deliveries, volumes in tank, and quality monitoring, inventory reporting

4° risk management and crisis exercises

5° Stock accounting

6° Compliance with legal regulations (specifically: fire prevention, cyber security, terrorism, critical infrastructure)

To the extent applicable and not considered confidential by the tenderer, it shall attach to its tender relevant plans, quality certificates or other information.

1.b. Customs and taxes (Art. 4 GTCS)

Does the tenderer have excise licences?

- If yes: indication of these authorisations, country of issue:

- If no: does the tenderer understand the national requirements to obtain such excise authorisation and does it believe it can meet them?
 - Yes
 - No

1.c. Liability and insurance

- Tenderer's policy on liability and insurance:

- What insurances does the tenderer generally take out for its Depot(s)

- If the AVO requires additional insurance: is the tenderer willing and able to take them out?
 - Yes
 - No
 - Further notes:

1.d. Tenderer's policy and operational implementation on safety, security, health and environment

Vision and policy of the tenderer regarding, inter alia.

- Management responsibilities,
- risk identification and approach mitigation risks,
- staff selection & training, collective experiences, fitness for work
- lessons learned from operational industry experiences and incidents
- emergency preparedness and management of potential risks to the general public (cf. industry incidents).

2. Declarations by the tenderer

By submitting a tender, the tenderer acknowledges and agrees to:

- Storing Products for ASEVA entails: participating in crisis exercises, being on standby in the event of an impending supply crisis, acting correctly and efficiently during a supply crisis. Also: possible additional cyber security and critical infrastructure obligations.
- Unless otherwise provided in the specific specifications of the mini-competitions or the Individual Storage Contract: the General Terms and Conditions of Storage that go as **Annex 5** to this Specification.

Place, date.

Signature(s) of registrant.

Annex 3:
European Single Procurement Document: to be completed.

See document attached separately to these specifications in XML and Pdf format in English, French and Dutch

Annex 4

CONFIDENTIALITY POLICY FOR CANDIDATES, TENDERERS AND CONTRACTORS IN PUBLIC PROCUREMENT

1. DATA CONTROLLER

ASEVA processes personal data as part of the public procurement procedure or during the performance of the public procurement contract in accordance with the applicable privacy legislation.

ASEVA is responsible for processing the personal data provided by the candidate, tenderer or contractor. ASEVA is a public limited company, whose registered office is located at Boulevard de l'Impératrice 66, 1000 Brussels, and which is registered with the ECB under number 0884.177.368.

2. PURPOSE AND LEGAL BASIS OF PROCESSING

ASEVA processes personal data in order to negotiate and award a public contract as described in these contractual documents, including the collection of data to prove the technical and professional competences of the candidate, tenderer or contractor, their staff, subcontractors, etc. or in the performance of the public contract.

The processing of personal data by ASEVA is necessary to identify the candidate, tenderer or contractor with the most economically advantageous regular tender, to conclude and execute the public contract and for the performance of tasks in the public interest and the exercise of public authority entrusted to ASEVA.

3. METHOD OF COLLECTION AND CATEGORIES OF PERSONAL DATA

Personal data are provided by the candidate, tenderer or contractor as part of the procedure for awarding this public contract or during the performance of the public contract. The personal data of the candidate, tenderer or contractor or their representatives which may be provided in this context include in particular: name (of the representative or participants); capacity or profession or function; nationality; contact details; bank details; company number; VAT number; NSSO number; extract from the criminal record; certificates relating to social debts; certificates relating to tax debts; certificates relating to the absence of fraud; information for the assessment of the qualitative selection criteria (technical and professional skills) .

ASEVA may itself request the ONSS certificate, the tax debt certificate and the certificate relating to the absence of fraud from the Belgian candidate, tenderer or contractor by electronic means, in order to confirm that the candidate, tenderer or contractor is not in a situation of exclusion.

If personal data has been collected indirectly, the data provider always guarantees that the data has been obtained and is further processed in accordance with the applicable privacy protection legislation.

4. USE OUTSIDE THE EEA AND TRANSFER TO THIRD PARTIES

ASEVA does not pass on personal data to third parties.

Personal data may be transmitted to third parties if transmission is necessary for the award of the contract or its performance, or if transmission is necessary or legally obligatory.

ASEVA does not process personal data outside the European Economic Area (EEA).

5. TECHNICAL AND ORGANISATIONAL MEASURES AND RETENTION PERIOD

ASEVA takes the necessary technical and organisational measures, taking into account the state of the art and the nature of the data to be protected and the possible risks, to optimally protect personal data against accidental or unauthorised destruction, accidental loss and against modification, access and any other unauthorised processing of personal data.

ASEVA will not retain personal data longer than necessary, taking into account legal retention obligations. The personal data of the candidate, tenderer or contractor to whom the contract has not been awarded shall be kept in accordance with Article 164 §4 of the Public Procurement Act of 17 June 2016 and, like all elements of an award file, for a maximum period of 10 years from the date of conclusion of the contract.

6. RIGHTS OF THE PERSONS CONCERNED

Any data subject whose personal data have been transferred to ASEVA in the context of this public contract has the right to access his/her personal data, to have them corrected, erased or deleted, to object to the processing of his/her personal data, to request the restriction of the processing or to obtain his/her personal data in a structured, common and machine-readable format. All these rights are subject to conditions and exceptions.

The data subject also has the right to lodge a complaint with the supervisory authority, the Data Protection Authority. A complaint may be lodged by sending an e-mail to the following address: contact@apd-gba.be or by sending a letter to: Data Protection Authority, Rue de la Presse 35, 1000 Brussels.

If the data subject has any questions concerning the protection of personal data or wishes to exercise his or her rights, he or she can always contact ASEVA's Data Protection Officer (DPO), Mr Jan Vanderhaeghe, Managing Director, by letter : Boulevard de l'Empératrice 66 - 1000 Brussels - Belgium or by e-mail: jan.vanderhaeghe@ASEVA.be.

Annex 5:



General Terms and Conditions for Storage of Energy products

Version of 26 January 2024

Preface

These General Terms and Conditions for Storage, the specifications ASEVA/2024/1 regarding the Framework Agreement for contracting storage capacity for Energy Products and the specifications of the specific mini-competitions of which an Individual Storage Contract is the result are part of and applicable to every Individual Storage Contract (hereinafter “Individual Storage Contract”) entered into by ASEVA and the Storage Operator. Particular Conditions mentioned in the Specifications of a specific mini-competition and/or in the Individual Storage Contract will prevail on these General Terms and Conditions for Storage of Energy Products.

Definitions

1. **Energy Product(s):** hereafter called “Products”, refers to energy products, including oil products, crude oil and their substitutes, as referred to in the Individual Storage Contract.
2. **Segregated Storage (SS):** storage method whereby ASEVA shall be responsible for the quality of the Products.
3. **Segregated storage including product replacement (SS + PRA):** segregated storage method where the Individual Storage Contract also includes one or more Product Replacements in accordance with clause 1.18.
4. **Commingled Storage (CS):** storage method whereby the Products are stored in the same tank(s) as the stored products from other depositors. The Storage Operator is responsible for the quality of the Products.
5. **Storage Operator:** the legal entity that manages the Storage Facility where the ASEVA Products are stored.
6. **Storage Facilities:** any materially or technically interconnected facilities utilised by the Storage Operator at one specific physical location for receiving, storing and redelivering the Products, including but not restricted to the tankage, ancillary pipelines, jetties, hoses, pumps, valves and other equipment including tank draining equipment, control room and administrative building, sheds, warehouses whether covered or not and that are utilised for the delivery, the storage and redelivery and necessary or useful to accomplish the tasks of the Storage Facility as stipulated in the ASEVA General Terms and Conditions for Storage and the commitments made by the Storage Operator in the Individual Storage Contract.
7. **Individual Storage Contract:** the storage agreement entered into by the Storage Operator and ASEVA, and submitted to the present General Terms and Conditions for storage of Energy Products. A storage contract refers to one Storage Facility only.
8. **Product Specification(s):** characteristics of the Product, as defined by Belgian or in their absence, by the European (or other recognised international) regulations.

9. **Change of Product Specification:** change to the specification of the Products as announced from time to time by the Belgian or European (or other recognised international) authorities.
10. **Product Replacement:** consists in replacing the Products stored either to maintain its qualities in line with the current Product Specification (refreshment), or to match the Product's new Specifications.
11. **Inspector:** Independent Inspector belonging to a company independent of the Parties with recognised expertise in the field of the storage, the inspection and the analysis of the Product concerned.
12. **Representative:** ASEVA designated person or company.
13. **Seasonal Change:** change to the Product Specifications of the Products depending on the season as defined by Belgian or in their absence, by the European regulations.
14. **Means of Transportation:** vessel, barge, pipeline, railcar or road tanker, used for the delivery of the Products in and their redelivery from the Storage Facility.
15. **The words "receipt", "receive", "received", "deliver", "delivered", "delivery", "supply", "supplied"** have in this document the meaning of the Products entering into the Storage Facility.
16. **The words "redelivered", "redeliver" and "redelivery"** have in this document the meaning of the Products leaving the Storage Facility.
17. **ISPS:** International Ship and Port Facility Security Code: set of measures designed to enhance the security of ships and port facilities.
18. **Barge:** means a craft carrying Product which is employed in port areas and sheltered waterways.
19. **Stock transfer:** transfer of Product title and risk within the same tank.
20. **Tank transfer:** transfer of Product title and risk between two tanks located in the same Storage Facility.
21. **Vessel or Ship:** means any seagoing vessel including tankers, ships and coasters carrying Product.
22. **Contracted volume:** storage capacity (in m³ at 15°C) put at ASEVA's disposal under an Individual Storage Contract, allowing ASEVA to store an identical volume of products.
23. **Oil Supply Crisis:** a supply crisis as defined in the Belgian Law of 21 December 2023 on holding mandatory stocks of petroleum and petroleum products, holding additional strategic stocks for the country's energy supply in the event of an energy crisis, managing an oil supply crisis and organising ASEVA or any Belgian legislation replacing this specific Law.
24. **Energy Supply Crisis:** an emergency as defined in the Belgian Law of 21 December 2023 on holding mandatory stocks of petroleum and petroleum products, holding additional strategic stocks for the country's energy supply in the event of an energy crisis, managing an oil supply crisis and organising ASEVA or any Belgian legislation replacing this specific Law.
25. **Partner:** Commercial Partner of ASEVA, other than the Storage Operator. This can be the Seller in case of delivery, the Buyer in case of redelivery or the Replacement Partner in case of a Product replacement.
26. **Line displacement:** procedure that takes into account the volume still present in the line of the installation.
27. **Replacement Partner:** the company, selected by ASEVA in accordance with the criteria set out in the Product Replacement Framework Agreement, which replaces on the instructions of ASEVA or of the Storage Operator subject to the agreement of ASEVA the Products owned by ASEVA in accordance with the provisions set out in the Product Replacement Framework Agreement, the latest version of which is available on ASEVA's website.

Any reference to a legislative or regulatory text in these General Terms and Conditions is deemed to comprise a reference to any legislative or regulatory text that may supplement or replace it, unless provided otherwise in the context of these General Terms and Conditions or in the legislative or regulatory text.

Unless stipulated otherwise, all references to a particular time of day shall refer to Brussels local time.

Article 1 – Storage

General rules

1.1 The Storage Operator shall carry out its obligations with such a degree of care and skill as is expected of a professional operator of Storage Facilities and, in particular, the Storage Operator shall:

- receive, store and redeliver the Products in accordance with ASEVA's instructions;
- fulfill all necessary administrative tasks in relation with the delivery, storage and redelivery of the Products, such as but not limited to the declaration to the customs, excise duty payments and VAT for account of ASEVA, excise security deposits for storage and transport;
- carry out such maintenance and repairs as are necessary to keep the Storage Facilities in good working order and use;
- drain off and dispose of the free water;
- maintain records so that it is able to account for the quantity of Products delivered into and redelivered out of the Storage Facilities;
- provide short term storage capacity for the disposal of waste (e.g. disposal of product after first foot, drainage of free water);
- develop and test emergency procedures in case of emergencies.

The Storage Operator shall at all times ensure that it has sufficient and qualified manpower to carry out its obligations under the Individual Storage Contract.

1.2 The Storage Operator guarantees that the Storage Facility, its tank capacity and equipment are in all respects suitable for the purpose of the receipt, storage (including tank draining) and redelivery of the Products. He shall ensure that all legal provisions and official regulations (inclusive fire prevention and environmental protection, national legislation concerning cyber security, terrorism, critical infrastructure, et cetera) are followed during the term of the Individual Storage Contract and that he possesses all the environmental and exploitation permits required by the EU member state concerned for the Storage Facility concerned.

After the completion of an Individual Storage Contract or on the occasion of interim cleaning operations ordered by the Storage Operator, sludge removal and disposal as well as tank cleaning shall not be at ASEVA cost. However, the volume of sludge removed shall be taken into account to calculate the possible compensation due to ASEVA as referred to in Article 6 hereof.

1.3 The tank capacity specified in the Individual Storage Contract and the possibility to deliver the Product mentioned in the Individual storage contract into the Storage facility are at the disposal of ASEVA at all times, including times that ASEVA is not utilising the tank capacity.

Any impediment in this area should be discussed with ASEVA in mutual consultation prior to the expected impediment. ASEVA and the Storage Operator have the right, provided mutual agreement, to (temporarily) suspend or cancel the unused capacity with the Storage Operator.

- 1.4. The Storage Facility must have the status of “eligible” Storage Facility³ and must be accessible to every Product supplier selected by ASEVA. In the event of an Oil Supply Crisis or an Energy Crisis, the Storage Facility shall be accessible to all brands, taking into account the safety regulations of the Storage Facility.
- 1.5. Except in the case as defined in 1.6. hereunder, the Product must be deliverable by Barges and/or Vessels and/or by pipeline to the Storage Facility and re-deliverable at least by Vessel and/or Barge. The Storage Facility offers redelivery capacities that guarantee that the total volume of ASEVA’s Products can be redelivered within 30 days from instruction. The Storage Operator must be able to start redelivery operations from the Storage Facility within 24 hours from instruction.
- 1.6. In case the Storage Facility is not equipped with redelivery facilities which allow redelivery of ASEVA product by barge or vessel, the method of storage is imperatively comingled. ASEVA will only store a limited volume of Product, defined in the specifications of the specific mini competition, in such Storage Facility, unless the Storage Operator guarantees, for each redelivery that ASEVA wishes to do during the term of the Individual Storage Contract, besides the redelivery by means of the facilities of the Storage Facility, the redelivery possibility by Barge and/or Vessel of a same volume and Product as the one stored in the Storage Facility from another, alternative terminal situated in the country of the Storage Facility. This alternative terminal satisfies all criteria stipulated in these General Terms and Conditions for Storage. In case of redelivery to ASEVA from the alternative terminal, the redelivery costs by Barge and/or Vessel of the Storage Facility will be valid. The Storage Operator mentions these costs for redelivery by means of barge and/or Vessel in the Annex “Storage tariffs and additional costs” of the Individual Storage contract.
- 1.7 In case any new legal provisions or official regulations that are not known or foreseeable at the time of the conclusion of an Individual Storage Contract would come into effect in the course of the implementation of an Individual Storage Contract, the abidance of which would lay a disproportionate burden on the Storage Operator, the Storage Operator will have the right, based on the justification of the disproportionate character of this burden, to terminate such Individual Storage Contract affected by the new legal provisions or official regulations with a notice of 6 (six) months starting at the end of the month of the notification to ASEVA. Any burden imposed by new legal provisions or official regulations on ASEVA in its quality of customer under an Individual Storage Contract that are not known or foreseeable at the time of the conclusion of an Individual Storage Contract shall, after dialogue with the Storage Company, be supported by the Storage Operator. In absence of an agreement between the Parties on this issue, ASEVA has the right to terminate said Individual Storage contract with a

³ Eligible Storage Facility: A Storage Facility that meets the criteria of the *Royal Decree of 16 November 2006, specifying the Storage Facility requirements for APETRA’s stocks*, as amended from time to time. At the moment of publication of this Framework Agreement these criteria are, amongst others: having a minimum capacity of 5.000 m³ and, in case of a n Oil Supply crisis or an Energy Crisis, be accessible to all brands taking into account the security prescriptions of the terminal. The status of Eligible storage Facility is, for facilities located on Belgian territory, granted by the Energy administration of the Federal Public Service Economy. As foreign facilities need to respond to the same criteria, ASEVA checks these same criteria for storage facilities outside Belgium.

notice of 6 (six) months starting at the end of the month during which the new legal provisions or official regulations have been made public.

- 1.8 The Storage Operator that manages a terminal accessible by Vessels guarantees that security requirements under the ISPS Code are implemented and that the Storage Facility is duly ISPS certified. The Storage Operator shall supply a copy of the ISPS certificate of the Storage Facility. Any expense or demurrage incurred by ASEVA in respect of a Vessel delivering product or crude oil to ASEVA, resulting from the Storage Facility not complying with the ISPS code shall be for the account of the Storage Operator.
- 1.9. The storage of Products may be managed individually (segregated storage) with (SS + PRA) or without (SS) product replacement included in the services offered by the Storage Operator or collectively (commingled storage - CS), as indicated in the Individual Storage Contract. The storage method that ASEVA seeks will be defined in the specifications of the specific mini competition.
- 1.10. In the case of above-ground storage of crude oil, tanks put at ASEVA's disposal shall, contrary to the second phrase of 1.16, contain a volume of heels that shall be such that the volume offered shall be fully usable by ASEVA to deliver, store and her crude oil be redelivered in line with article 6 hereunder. The quality of the heels shall be compatible with the type of crude oil ASEVA has in storage, which is specified in the specifications of a specific tender and in the Individual Storage Contracts . At the end of the Individual storage contract, the heels shall remain the Storage Operator's liability. ASEVA shall never be liable nor pay for any possible tank cleaning during or at the expiry of the Individual storage contract.
- 1.11. The Storage Operator shall at all times allow a line displacement when requested by ASEVA or the Partner. ASEVA or the Partner shall not be responsible for quantity disputes where the quantity that is disputed can be linked to a line displacement not performed.
- 1.12. In the case one or more of the allocated tanks require maintenance, repairs, or recalibration, the Storage Operator has the right to temporarily delocalise the Product at no extra cost for ASEVA. The Storage Operator shall be fully responsible for the quantity and quality of this Product delocalisation and always requires ASEVA's prior written consent, which ASEVA will not unreasonably withhold or delay. A Product delocalisation agreement shall define the details of this product delocalisation and needs to be signed by both parties before the delocalisation can take place. The Storage facility in question needs to meet the criteria of an eligible Storage facility. ASEVA is entitled to appoint an Inspector to check the state of this Storage facility and tanks in which the delocalised Product will be held as well as guaranteeing the quantity and the quality of the Product; the cost of such inspection is to be paid by the Storage Operator.

Specific rules for segregated storage (SS)

- 1.13. In case of segregated storage (SS) ASEVA shall be responsible for the quality of the Products.
- 1.14. In the case of a product quality issue, the Storage Operator shall, upon ASEVA request, facilitate third parties on site in order to inject additives and/or provide tank homogenisation in case the tank is not equipped with a tank circulation system. The selected additives and third parties responsible for these operations shall comply with EU regulations and terminal safety restrictions.
- 1.15. Due to the long term storage of the Products by ASEVA, sampling of tank at specific levels might be necessary. The Storage Operator shall, at all times, facilitate sampling at different levels by a recognised Inspection company, including but not limited to level samples, line samples, dead bottom samples and sump samples.
- 1.16. The Storage Operator is obliged to keep the stored Products separate from the stored products of any other depositor. The tank capacity must be put at the disposal of ASEVA free from residue and in the required cleanliness for storing the Products in good condition. ASEVA is entitled to appoint an Inspector to check the state of the tanks; the cost of such inspection is to be borne by ASEVA. Should the Inspector's report require that some works have to be done prior to the tank capacity being declared suitable for the purpose of the Individual Storage Contract, without prejudice to ASEVA's other recourses pursuant to the Individual Storage Contract, the Storage Operator undertakes to execute the necessary works at its cost. A further inspection by the same inspection company – at the Storage Operator's cost – will ensure that the necessary works have been carried out.

During the Individual Storage Contract, ASEVA may require the Storage Operator to undertake cleaning of the tank if it has been emptied. If the cleaning is not free of charge, ASEVA must beforehand be informed of the cleaning costs and approve them in writing. ASEVA has the right to reject the proposed third party responsible for cleaning if the cleaning method or costs proposed by the Storage Operator are not appropriated by ASEVA. After cleaning, the cleaned tank should be subjected to an inspection, carried out by a recognised inspection company, to verify that the tank is suitable to receive the new Product. The Storage Operator and any cleaning subcontractor are responsible for carrying this out correctly.

- 1.17. The Storage Operator has the right to replace all or part of the allocated tanks with other units of similar size, accessibility and equipment at no extra cost for ASEVA within the same Storage Facilities at its own risk and cost. The replacement of an allocated tank requires ASEVA's prior written consent, which ASEVA will not unreasonably withhold or delay. The Storage Operator is responsible for the quality and quantity of the relocated Product in this Relocation. The quantity of Product in the inventory and quality will remain unchanged in this process. After this Product Relocation, an Inspector will verify the quality and quantity of the relocated Product in the new receiving tanks. The cost of such inspection shall be paid by the Storage Operator. If the quality of the Product is not guaranteed after this Product relocation, the Storage Operator shall reimburse ASEVA for any loss of value resulting from this Product relocation. There can be no substitution of tanks resulting in joint storage of separately stored ASEVA Products. This is subject to the prior written approval of ASEVA.

- 1.18. In case the method of storage indicated in the Individual Storage Contract is segregated including product replacement (SS + PRA), the Storage operator shall under his responsibility himself or with the assistance of a Replacement partner, on ASEVA's justified request, replace the existing Product by a Product with the same specification and in accordance with the provisions of ASEVA's Framework Agreement for the replacement of ASEVA's finished product (PRA). This implies e.g. that the Storage operator needs to provide ASEVA during the Replacement operation free of charge with a replacement stock or a ticket combined with a bank guarantee to the value of the product that has to be replaced. The costs for the Product replacement(s) shall be included in the annual storage fee fixed in the Individual Storage contract. The maximum number of Product replacements that can be imposed by ASEVA on the Storage Company will be limited in the scope of a specific mini competition. If ASEVA requests the Storage Operator to carry out a Replacement, ASEVA will issue instructions setting out the criteria for this Replacement.

Any by ASEVA imposed Product Replacement required beyond the Product Replacement to be effected by the Storage Operator in the context of a SS+PRA contract, shall be executed by ASEVA, at its costs.

The Storage Operator also has the right to request a Product Replacement subject to ASEVA's written approval.

ASEVA guarantees that the Products it buys to fill the storage capacity will comply with the Product Specification in force and will be agreed with the Storage Operator. The Product to be replaced will meet the Specification for such Product. ASEVA and the Storage Operator shall agree upon a schedule to realize such Products replacement operation. Should the new product be of another Product Specification than the product to be replaced, ASEVA and the Operator shall agree upon the procedure: ASEVA shall bear the costs above (or below) those to be supported by the Operator for an exchange of identical products as foreseen in this article.

If the Storage Operator does not perform the Product replacement (according to the criteria defined in the instructions for Replacement), the Product replacement will be performed by ASEVA with costs for the Product replacement or for a separate sales and purchase (and in this case including the costs for the purchase of disposition rights ("tickets") in order to maintain ASEVA's coverage) invoiced to the Storage Operator.

Specific rules for commingled storage (CS)

- 1.19. In case of commingled storage (CS), the stored Products are kept in the same tank(s) as the stored products of another depositor(s). ASEVA undertakes to deliver Product that meets the same Product Specification than the products stored for another depositor(s).

If the Product in the tank requires certain additives to be added prior or during storage which are not required by the Product Specification, or not foreseen in the Individual Storage Contract, ASEVA needs to be informed immediately. Such operation shall be subject to ASEVA's written approval. ASEVA shall not be responsible for the quality nor the correct injection of these additives. The Storage Operator shall bear all costs related to such additive addition.

- 1.20. The Storage Operator guarantees that the Products stored throughout the term of the Individual Storage Contract meet the Product Specification at all times except in case of Change of Product Specification where ASEVA will replace the Product under ASEVA responsibility and costs with Product that will meet the new Product Specification. As far as the seasonality of the Product specification is concerned, the following applies:

The quality of the Products in commingled storage can be dynamic, where the Storage Operator guarantees that the ASEVA Products stored in commingled storage meet the product specification at all times, taken into account the seasonal changes of some Product Specifications.

Alternatively, the quality of the Products in commingled storage can be static, where the Storage Operator guarantees that the ASEVA Products stored in commingled storage meet the product specification of a specific seasonal specification at all times.

The specific details about the seasonal Product Specification changes shall be laid down in the specifications of a specific mini-competition and shall be stipulated in the Individual Storage Contract.

At the end of the Individual Storage Contract, the Products redelivered to ASEVA must meet the Product Specification valid at the time of redelivery, with a color of max 2.0 for Gasoil and max 1.5 for Diesel, as measured per ASTM D 1500. For jet fuel, the color shall be above 20, as measured by ASTM D 156 (manual) or ASTM D 6045 (automatic). The Product needs to be transparent and clear of sediments and water. Should the product be found off Specification or to have a color above the mentioned values (under for Jet) or the visual inspection does not meet the assessment 'Bright and Clear', the Storage Operator shall without delay, and at its own cost, take the necessary steps to put at ASEVA's disposal a similar volume of the same Product meeting the Specification and/or of the here above-mentioned color value and reimburse ASEVA for its damages and losses.

- 1.21. In the case of crude oil, ASEVA guarantees that the crude oil supplied to be stored is of normal export quality at the time of production. The Storage Operator shall store ASEVA crude oil with crude oils of the same or of similar quality, or in segregated storage capacity; the Storage Operator will inform ASEVA of the quality of the other crude oils qualities stored commingled with ASEVA crude oil.

At the end of the Individual Storage Contract, the Storage Operator shall redeliver the ASEVA crude oil or a crude oil of a similar quality. Should a crude oil of similar quality be redelivered or the same crude but with characteristics different at its time of redelivery, then a quality differential will be owed by one party to the other and valued according to industry practices.

- 1.22. The Storage Operator has the right to replace all or part of the allocated tanks with other units of similar size, accessibility and equipment at no extra cost for ASEVA within the same Storage Facilities at its own risk and cost. The Storage Operator is obligated to inform ASEVA about every tank replacement.

Article 2 – Ownership

- 2.1 The Storage Operator holds the Products on behalf of ASEVA. The Storage Operator shall never invoke, acquire, have any right of ownership or any right in rem or personal right in respect of the Products. It shall never invoke or grant any right of retention or lien in respect of the Products.
- 2.2 In case of segregated storage, ASEVA remains the sole owner of the Products.
- 2.3 In case of commingled storage, notwithstanding loading, unloading or blending activities undertaken by other users of the Storage Facility, ASEVA remains co-owner of its share (expressed in weight and volume) of the commingled total volume of the Products stored, and at no time during the duration of the Individual Storage Contract, can the total volume of Products stored can be less than ASEVA stored volumes. The co-ownership must be recorded in the accounts of the Storage Operator.

Article 3 - Receipt and Redelivery of Products

- 3.1 The Storage Operator guarantees that the Storage Facilities and the tank capacity allocated under the Individual Storage Contract allow proper receipt and redelivery of stored Products at any time as per ASEVA's instructions.
- 3.2 ASEVA or its supplier will give the Storage Operator at least 48 hours' notice of the arrival of the Products to be stored. For redelivery of the Products stored, ASEVA or her Buyer will give the Storage Operator 24 hours' notice. Whatever the Means of Transportation, Products delivered at the Storage Facilities will be received within the order of their actual arrival. The practical arrangements for delivery/redelivery inclusive the nomination of the Means of Transportation will be agreed between the Storage Operator and ASEVA's supplier or Buyer. ASEVA and its appointed Inspector will in any case get a copy of whatever exchange of information between the Storage Operator and ASEVA's supplier or Buyer. ASEVA's supplier or Buyer has to respect the usual access and security rules of the Storage Facility; the Storage Operator has the right to reject the delivery/redelivery in case the supplier or Buyer does not respect these rules.
- 3.3 The Storage Operator guarantees a prompt receipt of the Products according to the unloading capacities indicated in the Individual Storage Contract. Receipt and redelivery of stock must be handled without any delay taking into account the opening hours of the Storage Facility mentioned in the Individual Storage Contract.
- 3.4 Any Storage Operator costs for pumping the Products received by or redelivered to ASEVA shall be invoiced to ASEVA according to Article 9.1. and 9.2. Rates for necessary and duly documented overtime, work at weekends and public holidays are shown under additional costs in the Annex to the Individual Storage Contract.
- 3.5 The Storage Operator shall inform ASEVA immediately and in advance of any temporary constraints for receipt/ redelivery of Products, or if not possible because of force majeure, the Storage Operator will inform ASEVA without delay.

- 3.6 Receipt of the Products by the Storage Operator shall be deemed to have taken place when the Products pass the last flange on the Means of Transportation outlet pipeline or delivery hose, connected to the Storage Facilities' first connection point to the pipeline or receipt hose.
- 3.7 Redelivery of the Products by the Storage Operator shall be deemed to have taken place when the Products pass the last flange on the Storage Facilities' outlet pipeline or delivery hose connected to the Means of Transportation's first connection point to the pipeline or receipt hose.
- 3.8 ASEVA will ensure that all the Means of Transportation leave the storage facilities as soon as receipt or redelivery is completed, except in case of force majeure.

Article 4 - Customs and Tax Issues

- 4.1. Unless otherwise stated in the Individual Storage Contract, the Storage Facilities need to qualify as an excise or customs warehouse in which the Products can be stored and transported free of any duties and taxes (such as customs duties, excise duties and VAT) under the excise number of the Storage Facility/Operator. The Storage Operator will be responsible for obtaining the required authorization from the competent authorities, hold this permit of excise duties authorised bonded warehouse throughout the whole term of the Individual Storage contract and put in place all guarantees (securities) with the customs administration necessary for storing and transporting the ASEVA product.
- 4.2. The Storage Operator is responsible for the correct fulfillment of all formalities such as but not limited to the declaration to the customs, excise duty payments and VAT as a result of their warehouse status and for any fines, late interest payments, etc. that may arise as a result of a non-compliance with the relevant regulations, including the authorization mentioned here above, unless ASEVA responsibility is demonstrated.

Article 5 - Information obligations concerning the Products stored

Toward ASEVA

- 5.1 The Storage Operator shall keep an accurate storage accounting
The volume of ASEVA Product entrusted to the Storage Operator shall be based on the volumes delivered by and redelivered to the Means of transportation, as measured by the Inspector, converted in volumes at 15° C. These delivered and delivered volumes determine the quantities included in the inventory. The Storage Operator is responsible for these quantities entrusted to it by ASEVA.
- 5.2 The delivered and redelivered volumes will be measured in accordance with the industry best practices as described in the relevant ISO-standards and the guidelines of the TIC Council by an Inspector appointed by ASEVA at ASEVA's own costs. These quantities shall be reported to ASEVA in volume at 15 °C and in weight (air) by the Inspector. Bills of lading – if any – shall be forwarded to ASEVA without delay.

Any other stock movement must be ascertained by an Inspector appointed by ASEVA unless otherwise agreed and reported promptly to ASEVA.

- 5.3 Inventory control and reporting must be carried out at the Storage Operator's cost as follows:
- a) Each month, the Storage Operator shall send to ASEVA a stock declaration, stating the volumes (at 15 °C per tank) of Product belonging to ASEVA at month end. Said declaration shall be sent latest the 5th working days following the end of the month.
 - b) At the end of each year, ASEVA shall provide the Storage Operator with a stock declaration reasserting the volumes (at 15 °C) and weight (air) of the Products belonging to ASEVA at the end of the year. The Storage Operator shall return this form to ASEVA signed for approval, or alternatively its comments on the reasons explaining any volume (at 15 °C) difference with delivered volumes.
 - c) The Storage Operator shall send timely the information regarding the ASEVA (re)deliveries and transfers of Products to the relevant authorities, as requested by ASEVA or these authorities or imposed by national regulation or legislation.
- 5.4 ASEVA or its Representative has the right to inspect the books and other relevant documentation of the Storage Operator at any time during normal working hours and check the existence of the Products belonging to ASEVA at the time of the control.
- This right to inspect shall include the right to inspect and control Storage Operator's performance of its obligations (among others with respect to maintaining at any time the volumes of Product) from the start of the Individual Storage Contract.
- ASEVA's aforementioned rights to control will remain in force during a period of 12 months after the expiry of the Individual Storage Contract.
- 5.5 ASEVA or its Representative has the right to be present at each delivery and redelivery of Products or any other Product movement or inventory controls. ASEVA or its Representative is entitled to verify/ sample/ analysis or have the stock volumes verified/ sampled / analysed in the presence of the Storage Operator and, as the case may be, of a representative of the tax administration.
- 5.6 The Storage Operator cannot invoke any right of ASEVA to inspect the storage or the information supplied to limit its responsibility in any way. The Storage Operator shall always remain fully liable for its obligations under the Individual Storage Contract.

Toward official bodies

- 5.7 The Storage operator ensures that the ASEVA stocks and (re)deliveries of Products are timely and correctly reported toward the competent authorities according to national rules and legislation.
- 5.8 ASEVA Products stored in Belgium under the excise number of the Storage Operator/Storage Facility are to be included in the declaration for the energy statistics that the Storage Operator makes toward the Directorate general for Energy of the FPS Economy.
- 5.9 In case ASEVA signs an Individual Storage contract for a Storage Facility located outside Belgium, the Storage operator ensures that the Individual Storage Contract (which constitutes a delegated task as stated in article 7.3. of the EU Directive 2009/119/EC) receives timely the approval in advance from the competent authorities of the country of storage and that this

approval remains valid throughout the duration of the Individual Storage Contract taking into account article 10.2.

The Storage Operator is deemed to respect the national legislation and rules concerning the strategic oil stocks, in particular concerning the conditions for delegation of management tasks from ASEVA to its company and the formalities to fulfill in order to obtain the preliminary approval, and to take these into account when tendering for storage capacity toward ASEVA. Unless otherwise specified in the specifications of the specific call for tenders, such request for approval in advance is made by the Storage operator latest 30 days after the award of the Individual Storage Contract. Any reaction from the competent authorities is immediately notified to ASEVA.

Article 6 - Loss allowance

- 6.1 Supplied and redelivered volumes will be calculated as follows:
- a) motor gasoline, heating gasoil, diesel, kerosene, burning kerosene and jet fuel on the basis of volume at 15°C as measured in the involved shore tank(s);
 - b) heavy fuel oil on the basis of weight in air;
 - c) crude oil on the basis of volume at 15 °C.
- 6.2 The Storage Operator is not responsible for the losses incurred by ASEVA during the transportation from the supply location to the Storage Facilities.
- During the term of the Individual Storage Contract, the Storage Operator shall be responsible for the conservation of the stored quantities of middle distillates, heavy fuel oil and crude oils (in volume at 15 °C) and no losses are allowed. For gasolines only, however, losses may not exceed a maximum 0,1% (volume at 15 °C) per year.
- 6.3 If losses (or gains) in volumes at 15 °C (beyond those referred to in Article 6.2 here above and in 1.2) are detected:
- a) at the end of the contract compared with the quantity of Products delivered by ASEVA, a compensation in volume (at 15 °C) or in value shall be put in place between the parties.
 - b) the same rule applies in case of a partial or complete stock redeliveries in the course of the Individual Storage Contract.
- 6.4 Any compensation in value will be made at market prices in the place of storage. ASEVA calculates the prices on the basis of the average of the medium quotations as published by an international organism chosen by ASEVA of the last month of redelivery. Any taxes, duties or fees paid or to be paid by ASEVA on volumes stored and lost shall be invoiced as well.
- 6.5. In the case of crude oil, losses in volumes at 15 °C detected in line with the article 6.3. hereunder will be invoiced at market prices in the zone of storage. ASEVA calculates the prices on the basis of the average of the relevant quotations as published by an international organism chosen by ASEVA
Any taxes, duties or fees paid or to be paid by ASEVA on volumes stored and lost shall be invoiced as well.

Article 7 - Liabilities and Insurance

- 7.1 The Storage Operator shall carry out its obligations in accordance with the laws, statutory requirements, regulations and the appropriate industry guidelines and practices. He is fully liable for the Storage Facilities and the Products stored as specified hereafter. The Storage Operator guarantees that the Storage Facilities fully comply with all the laws, statutory requirements, regulations, permits and the best industry guidelines and practices, among others as regards the protection of the environment, as applicable in the country of storage. The Storage operator is obligated to facilitate and cooperate with all audits and inspections imposed by ASEVA insurance companies.
- 7.2. Save for cases of force majeure and acts of third parties for which the Storage Operator is not responsible, the Storage Operator shall indemnify ASEVA for any damage it suffers including any environmental damage caused during the storage, the delivery, redelivery (unless the damage is attributable to the transporter) or blending or transfer activities (for instance by pumping from one tank to another) due to the Storage Operators' operations. The Storage Operator shall hold ASEVA harmless for any claim made by third parties, including public authorities, as far as the Storage Operator is liable under this Individual Storage contract or according to law for ASEVA's damage or for the damage that is claimed by third parties.

The liability of the storage company will, however, remain limited to the maximum replacement value of the product stored by ASEVA, being the market value plus a lump-sum surcharge of 20% for damage sustained and / or (in) direct damage. This market value is calculated on the basis of the market quotation rate for the relevant Products. The quotations will be the monthly averages for, or the month in which, the damage was caused, or the month of purchasing the replacement product, whichever is the highest.

- 7.3. The Storage Operator will remain fully responsible for any loss, damage or any claim due to a serious or intentional misconduct.
- 7.4. In particular the Storage Operator does not have an obligation to indemnify and hold ASEVA harmless if and to the extent ASEVA's fault has contributed to causing the damage.
- 7.5. The responsibility of the Storage Operator for the Products begins and ends in accordance with the terms set out in Articles 3.6 and 3.7 hereof.
- 7.6. The Storage Operator is obliged to arrange an insurance coverage with a well-established (and approved by the local supervisor) insurance company, for all its duties and liabilities under the Individual Storage Contract, including liabilities of its contractors, agents and employees, pursuant to the storage of Products, and the management of the Storage Facilities, and in particular but not limited to the coverage of the risks stated in this section.

The Storage Operator is required to provide proof of cover for at least the following minimum insurance coverages and limits; coverage will be provided following good local standard terms and conditions.

The amounts stated in this section 7.6 apply to a Storage Operator having a contractual agreement with ASEVA for up to 20,000 m³ of storage capacity through one or more Individual Storage Contracts. If the total storage capacity contracted between the Storage Operator and ASEVA exceeds 20,000 m³, the main limits of both the General Liability Policy as the Environmental Insurance Policy should be at least double the amounts mentioned above, **meaning that as from 20.001 m³ the minimum insurance limit will be 5,000,000 EUR.**

- **General Liability Insurance policy with following minimum insurance coverages and limits:**

- **Cover in Public Liability**
2,500,000 EUR per loss for Bodily injury, Property Damage and Financial Losses combined, including without sublimit:
 - Accidental Pollution
 - Neighbors' nuisance (art. 544 of the Civil Code)
 - damage resulting from fire, smoke, explosion and water
 - Pure Financial Losses
- **Cover in Product Liability**
2,500,000 EUR per loss and in the annual aggregate for Bodily injury, Property Damage and Financial Losses combined, including
 - 500,000 EUR per loss and in the annual aggregate for Pure Financial Losses and Non-Consequential Financial Losses combined

- **Environmental Insurance Policy, with a minimum coverage and limit of:**

- 2,500,000 EUR** per loss and per policy period for damages caused by accidental and gradual pollution, including:
- Clean-up costs of own site ("onsite") and of third party's sites ("offsite");
 - third party Bodily Injury and Property Damage (and consequential financial losses)
 - Damage to biodiversity in accordance with EU Directive 2004/35 /CE

These insurance policies will contain a clause in which the insurance company confirms to inform ASEVA in case of change or cancellation of the relevant policy.

Valid insurance certificates relating to the current insurance year with regard to the aforesaid required insurance coverage shall be provided to ASEVA before the first delivery of Products in the Storage Facility/Facilities and afterwards at each yearly insurance coverage contract renewal, with also indication that the yearly premiums have been settled.

In case the above-mentioned insurance covers would cease to exist or would no longer comply with the insurance requirements imposed by these General Terms and Conditions, ASEVA reserves the right to purchase these insurance covers on behalf of the Storage Operator and settle the associated insurance premiums with/on the Storage Operator's account. Nothing herein will be understood as ASEVA waiving his right of recourse or right to claim against the Storage Operator for any damages incurred due to the activities of the Storage Operator.

ASEVA always reserves its right to ask the Storage Operator to provide a copy of insurance policies.

Without prejudice to the Storage Operator's obligation of insurance coverage pursuant to the terms above, ASEVA shall subscribe an all risk insurance policy including fire and related risks, for coverage of loss of and damage to its own Products when stored in the Storage Facilities belonging to or managed by the Storage Operator.

- 7.7. The fulfilling of the obligations of the Storage Operator in respect of the Insurance Requirements does not relieve him from any liabilities as described in the articles above. The limits insured under the liability insurance policy cannot be considered as a limitation of the liability of the Storage Operator. The Storage Operator shall bear all own risks (including deductibles) foreseen in such insurance policy and remains fully liable for any loss, claim or damage not covered under such insurance policy.

Article 8 - Violations of the Individual Storage Contract

- 8.1. The Storage operator shall notify ASEVA immediately if it fails to comply or expects to fail to comply with any obligation under these GT&C's or the Individual Storage Contract, or if it reasonably should foresee such eventuality. This notification must state in particular the cause and the consequences of this impossibility of complying with these GT&C's and Individual Storage Contract(s) in concrete terms and in detail.
- 8.2. ASEVA manages the compulsory stocks of crude oil and oil Products as well as the additional strategic stocks of Belgium in conformity with the Law, which must be considered as a task of national security. Therefore, in case of gross negligence or any willful violations of the Individual Storage Contract by the Storage Operator, its contractors, agents or employees with respect to the essential obligations and undertakings deriving from the Individual Storage Contract, without prejudice to, and in addition to, the right of ASEVA to pursue specific performance and/or full compensation of all damages, ASEVA has the right to demand and the Storage Operator shall pay at first request a lump sum equal to the double of the agreed annual storage fee.

In case the shortcomings of the Storage Operator consist of the fact that the Storage Operator has used strategic stocks of ASEVA for its own use or that of third parties, the lump sum shall consist of: the value of the used stocks (EUR/per m³) calculated at their value during this improper use period (based on the relevant international quotations of the Product concerned) multiplied by 2.5. These lump sums do not limit in any way the general obligation of the Storage Operator under the Individual Storage Contract to indemnify ASEVA for any loss or claim made by third parties.

Without prejudice to any other right of recourse pursuant to the Individual Storage Contract and/or Belgian law, ASEVA reserves the right to:

- a) retain the storage fee during the violation of the Individual Storage Contract;
 - b) terminate ipso jure the Individual Storage Contract as well as in serious cases, all or part of the other Individual Storage Contracts entered into with the Storage Operator according to Article 10.3, by means of a registered letter.
- 8.3. The Storage operator shall comply rigorously with the commencement date of the Individual Storage contract. The Storage operator shall warrant (and shall not be entitled to invoke force majeure) that the Storage Facility will be entirely ready and operable on the contractually specified commencement date so that the storage capacity will be available as specified in the Individual Storage Contract and shall not be entitled to invoke any failure to obtain a license (including but not limited to a construction permit) or authorization nor the fact that

the concession on the land where the Storage Facility is located has been terminated by the body that granted it.

- 8.4. The Storage operator acknowledges that (i) it is of crucial importance to ASEVA that the Storage Capacity that is agreed in the Individual Storage Contract is made fully available at the starting date fixed in the Individual Storage contract and continues to be available in full for the full term of that contract; (ii) should the Storage operator default thereon, ASEVA is obliged, under its statutory reserves requirement, to purchase, upon payment of a reservation fee, disposition rights (“tickets”) from third parties for a given reservation period of, each time (i.e. as long as the Storage operator is in default), at least three (3) months.

Notwithstanding Article 45 of the general rules for the execution of public contracts (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts) and without prejudice to any other applicable provisions, if the Storage operator fails to provide the full Storage capacity contractually agreed with ASEVA or is unable to do so for reasons other than force majeure, it shall, automatically and without notice being served, be liable for payment to ASEVA of flat-rate indemnity for each quarter (three months) or part thereof for which the full Storage Capacity is not available, this compensation being calculated on the basis of the average price of disposition rights for the relevant Products per m³ for the previous calendar year applying the following formula (the minimum being EUR 8 (eight) per m³ and per month and without prejudice to ASEVA's right to claim compensation for any damage incurred which exceeds this flat-rate indemnity):

$$\begin{array}{rcccl} \text{Average price disposition rights} & & & & \text{[full Contracted Volume agreed -} \\ \text{per ton}^4 \text{ per month} & \times & \text{3 months} & \times & \text{Storage capacity actually} \\ & & & & \text{available for ASEVA]} \end{array}$$

The fixed indemnity is payable on the first day of the new quarter for which the indemnity is due. If the Individual Storage contract is terminated, the fixed indemnities are based on the full period for which the Individual Storage contract was concluded and are immediately payable within ten days of the termination of the Individual Storage contract.

ASEVA's right to a fixed indemnity, which may or may not be accompanied by unilateral termination entitlement provided in Articles 8.2. and 10.3 of these General Terms and Conditions for Storage, is also valid when it becomes clear before the start date that the Storage operator will not be capable of providing the full Storage Capacity on the start date. If ASEVA deems it probable but not certain that the full Storage Capacity will not be available to ASEVA on the start date, it can demand additional security from the Storage operator based on the fixed indemnities owed in case of default.

The Storage operator shall inform ASEVA of any case of force majeure within 15 calendar days of observing such a case under penalty of loss of rights.

Article 9 - Storage and Handling Fees

- 9.1 The storage fee in EUR/ m³ per year applies to the Contracted Volume indicated in the Individual Storage Contract. The storage fee includes a once delivering IN and redelivering

⁴To convert to m³ on the basis of the standard density of the middle distillate concerned

OUT charge for the full quantity of the Products at the beginning and the end of the Individual Storage Contract. In case the storage method fixed in the Individual Storage Contract includes product replacement services (SS + PRA), the storage fee also includes the Replacement operations that might be necessary during the term of the Individual Storage Contract and of which the maximum number will be limited by ASEVA in the specifications of the specific call for tenders.

- 9.2 The storage tariffs and additional costs are indicated in the Annex to the Individual Storage Contract and are calculated in EUR/ton being effectively handled and break down into fees for delivering and redelivering as well as additional costs. The latter are reimbursed by ASEVA against verification, if this is expressly provided in the Individual Storage Contract.

No costs for delivery and redelivery or additional costs are due in case of, (i) a Product replacement, where the Storage Operator stores the ASEVA Products in a commingled manner and no change of Specification takes place, or (ii) if the Product Replacement takes place in the context of a SS+PRA Individual Storage Contract. All fees include the gauging of the respective tank(s).

In case the only Means of Transportation to supply (or redeliver out of) the Storage Facility is not a common carrier accessible to any market operator against payment, the cost of such transport to (or out of) the Storage Facility is included in the storage fee.

- 9.3 The storage fee will be paid by ASEVA in identical monthly installments. The first payment becomes due when the storage capacity has been made available to ASEVA and accepted by ASEVA in accordance with these General Terms and Conditions for Storage, in particular as foreseen in art. 9.4 "Payment terms".

The Storage Facility will, prior to the physical storage of ASEVA Products, be subject to a physical inspection and an audit of the administration by ASEVA (including but not limited to the different permits, VAT and excise numbers, valid insurance, preliminary approval of the Individual Storage contract by the competent authorities (in case of storage facilities located outside Belgium). The Storage operator shall ensure that inspection can take place well in advance and at least one month before the commencement date, and provide promptly all information requested from it by ASEVA to enable a full and efficient inspection to be undertaken. Should the inspection not be satisfactory, Storage Operator shall take all corrective measures in order to meet the required criteria. After the taking of measures by the Storage Operator, ASEVA will perform a second control at the Storage Operator's cost. If, after a second control by ASEVA, it appears that the Storage Facility still does not meet the demands and criteria, ASEVA can unilaterally cancel the Individual Storage Contract with the Storage Operator and demand compensation equal to 3 months of the fee agreed in the Individual Storage Contract for the contracted capacity.

In case the Individual Storage Contract concerns a Storage Facility outside Belgium, the storage capacity is considered available and the storage fee becomes payable only after acceptance by ASEVA and approval of the task delegation by the competent authorities of the country of storage.

- 9.4. The amount to be paid each month by ASEVA equals 1/12 (one twelfth) of the agreed annual storage fee for the Contracted volume. The Storage Operator shall invoice the monthly fee at month end at the earliest for the elapsed month and ASEVA shall pay the invoice not later than 15 (fifteen) days after receipt of the invoice. ASEVA shall pay any other costs within 15 (fifteen) days after the receipt of the valid invoice.

- 9.5. Should the Individual Storage Contract be concluded for a period for up to five years, then the storage fee as well as the storage tariffs and additional costs mentioned in the Annex of the Individual Storage contract will be fixed and unchanged throughout the actual duration of the Individual Storage Contract.

Should the Individual Storage Contract be concluded for a period longer than 5 years, then the storage fee as well as the storage tariffs and additional costs will be fixed for the first five years of the Individual Storage Contract. The storage fee from the first month of the 6th year and beyond will fluctuate annually according the following formula⁵:

$$P_x = 0,6 P_o + 0,4 \cdot I_x / I_o \cdot P_o$$

In which: P_x is the price in Year x

P_o is the price at the start of the Individual Storage Contract

I_x is the Belgian consumer price index in month “ x ” before the yearly adaptation

I_o is the consumer price index in month “ o ” before the start of the first to be indexed year of the Individual Storage Contract

The Storage Operator will submit his calculated indexation for ASEVA’s approval prior application.

Article 10 - Term of the Individual Storage Contract

- 10.1 The start and the expiration dates of the Individual Storage Contract are indicated in the Individual Storage Contract.
- 10.2 ASEVA has the right to extend the Individual Storage Contract by 0 (zero) to 6 (six) months with a prior notice of 6 (six) months before the initial contractual end date. The Storage Operator takes this maximum 6 (six) month extension possibility into account in the application for prior approval of the Individual Storage Contract as referred to in Article 5.9.
- 10.3 The Individual Storage Contract can be terminated ipso jure with immediate effect by ASEVA by means of a registered letter sent to the Storage Operator in the following circumstances:
- where the Storage Operator fails to fulfill any of its other obligations under the Individual Storage Contract within one month after ASEVA has sent a notice by registered mail requesting the Storage Operator to remedy its failure without prejudice to any recourse by ASEVA to the rights and obligations contained in this Individual Storage Contract;
 - where the Storage Operator fails to fulfill the essential obligations and undertakings deriving from the Individual Storage Contract;
 - where the Storage Operator becomes involved in a dissolution, bankruptcy, liquidation or settlement ("concordat") procedure, a procedure for the cessation of payment or formal

⁵ To revise the storage fee, ASEVA uses the Belgian consumer price index. This is justified by the fact that the Procurement is limited to the storage of energy products (not labour-intensive). As a result, the fee is not subject to a more specific index (such as labour cost index). Other indices, such as the oil price index or the ABEX index, also do not seem to account for possible increases in costs and prices for the contractor. The index used, which relies on an objective and reviewable parameter, reflects the actual cost structure.

default for a bill of exchange ("protest"), or if the Storage Operator becomes insolvent or gives up all or a substantial portion of its assets.

- When the Storage Facility is (definitely) closed or the exploitation is terminated
- When the Storage Facility is sold directly or indirectly to a company, except 1° ASEVA's prior agreement and 2° insofar that the new company complies with the ASEVA selection criteria;
- When the Storage Facility no longer meets the ASEVA criteria.

In case of an early termination of the Individual Storage Contract as referred to above, ASEVA shall not be liable to pay any compensation to the Storage Operator or to any other third party.

ASEVA retains its right to claim compensation for financial consequences due to the failure of the Storage Operator being, not exclusively, the costs for contracting alternatives concerning storage, transportation and inspection.

Article 11 – Oil Supply Crisis or Energy Crisis

- 11.1 In view of the specific task assigned to ASEVA, an Oil Supply Crisis does not constitute a case of force majeure as referred to in Article 12.2.
- 11.2 If an Oil Supply Crisis or an Energy Crisis occurs during the term of the Individual Storage Contract, ASEVA will notify the Storage Operator of this through a Notification of Supply Crisis. This document contains the information on the Oil Supply Crisis or Energy susceptible for communication and known by ASEVA at that time and demands the Storage Operator for increased vigilance.
- 11.3 The Storage Operator undertakes in an Oil Supply Crisis or an Energy Crisis to deplore all necessary means in order to deliver the total requested quantity of the stored ASEVA stocks as quickly as possible, taking into account the delivery facilities of its Storage Facility laid down in the Individual Storage Contract.
- 11.4 ASEVA provides the Storage Operator with the delivery schedule as soon as possible. The Storage Operator guarantees that the Delivery can take place in accordance with the ASEVA Buyer's lifting schedule, which takes into account the technical capabilities of the Storage Facility. ASEVA warrants that it will demand that its buyers spread the lifting if possible in time. The Storage Operator and the ASEVA buyers can agree on how the delivery takes place. If the situation requires this, the minimum announcement period referred to in article 3.2. can be shortened in an Oil Supply Crisis or an Energy Crisis.

Article 12 - Trade control and embargo

- 12.1. Neither Party shall be obliged to perform any obligation otherwise required by these GT&Cs, including but not limited to an obligation to (a) perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity, or (b) engage in other act(s) if this would be in violation of, inconsistent with, or expose such Party to punitive measures under any applicable laws, regulations, decrees, ordinances, orders, demands, requests, rules or requirements relating to international boycotts or embargoes, trade sanctions, foreign trade

controls, export controls, non-proliferation, anti-terrorism and similar laws applicable to such party (the “Trade Restrictions”). The Parties also agree not to expose themselves to a sanction, prohibition or restriction on the basis of United Nations resolutions or trade or economic sanctions, laws and regulations of the European Union, Belgium or the United States of America, for which reference is also made to the website of the Ministry of Foreign Affairs, Foreign Trade and Development Cooperation of the Kingdom of Belgium.

12.2. Where any performance by a Party would be in violation of, inconsistent with, or expose such Party to punitive measures under the Trade Restrictions, such Party (the “Affected Party”) shall, as soon as reasonably practicable and at the latest two weeks after publication of the relevant rule, give written notice to the other Party of its inability to perform, with reference to the relevant rule, this clause 12, the obligations affected by the relevant rule and the scope and the impact of the effect. Once such notice has been given, Parties shall convene within 7 working days in order to discuss the matter which gave rise to the notice and they shall discuss in good faith whether the notice has been sent with cause or without cause and which alternatives have the same economic effect as performance of the Individual Storage Contract while in conformity with the Trade Restrictions.

Article 13 - Anti corruption

13.1. The Parties each agree and undertake to the other that in connection with an Individual Storage Contract, they will each respectively comply with all applicable laws, rules, regulations, decrees and/or official government orders relating to anti-bribery and antimoney laundering and that they shall each respectively take no action which would subject the other to fines or penalties under such laws, regulations, decrees or orders.

13.2. ASEVA and the Storage Operator each represent, warrant and undertake to the other that they shall not, directly or indirectly,

(i) pay, offer, give or promise to pay, accept or authorize the payment of, any monies or the transfer of any financial or other advantage or other things of value to:

- a government official or an officer or employee of a government or any department, agency or instrumentality of any government;
- an officer or employee of a public international organization;
- any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organization;
- any political party or official thereof, or any candidate for political office;
- any director, officer, employee or agent/representative of an actual or prospective counterparty, supplier or customer of Buyer or Seller;
- any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, or
- engage in other acts or transactions,

(ii) if such act is in violation of or inconsistent with the anti-bribery or anti-money laundering legislation applicable to any of the Parties.

Article 14 - Miscellaneous Provisions

- 14.1 The Storage Operator is prohibited from transferring all or part of its rights and obligations arising under the Individual Storage Contract to a third party without the prior express written consent of ASEVA that, if need be, must be granted within a reasonable period of time.
- 14.2 Force majeure is regulated by Articles 1147 and 1148 of the Belgian Civil Code.
- 14.3 The articles of the Belgian Civil Code concerning storage (bewaargeving/dépôt) are replaced by the Individual Storage Contract and therefore are not applicable between the parties.
- 14.4 Oral subsidiary arrangements have no force. Changes and amendments to the Individual Storage Contract must be made in writing. Any general terms and conditions of the Storage Operator are excluded. The present General Terms and Conditions of ASEVA apply to the exclusion of any other terms and conditions.
- 14.5 These General Terms and Conditions are drawn up in a binding French and Dutch version. The English version is to be considered as an unofficial, non-binding version .
- 14.6. The data that is communicated to the Storage Operator will only be used for the purposes of the implementation of the Individual Storage Contract. No one within the Storage Operator will use this data for other and / or personal purposes. This information entrusted is treated in strict confidence and is only shared with third parties in the context of the implementation of the Individual Storage Contract and, if necessary, to comply with legal and/or regulatory obligations. To the extent that this data contains personal data, each party acts separately as the controller. The parties each fulfil their respective obligations in accordance with Belgian and European data protection legislation (GDPR) .

Article 15 – Jurisdiction

- 15.1 The Individual Storage Contract including these General Terms and Conditions will be governed, construed and enforced in accordance with Belgian Law.

If any of the articles of the Individual Storage Contract including these General Terms and Conditions is or becomes invalid and/ or is declared null and void, it will not affect the validity of the current Individual Storage Contract. The Parties are obliged to agree upon an article that is the nearest to the intention and the spirit of the invalid article/ articles that has/ have been declared null and void. If such agreement is not reached, the respective legal regulations will be applied.

15.2 The place of jurisdiction is Brussels, Belgium.

15.3 Before instituting any legal proceeding, the parties will try to resolve the dispute by mediation. To this end, the parties will organize at least two meetings to discuss the conflict before starting legal proceedings. The invitation for these meetings must be sent by registered letter.

Brussels, 26th January 2024.

Annex 6:

Specimen of the Individual Storage Contract

(This Individual Storage Contract may vary slightly according to the specific Product to be stored and will be part of the specifications of the specific mini-competition in which the Individual Storage Contract will serve as the offer form)



INDIVIDUAL STORAGE CONTRACT

**Individual
Storage
Contract No.:**

ASEVA

Limited Company under public law
Boulevard de l'Impératrice 66, 1000 Brussels, hereinafter referred to as ASEVA

and

Company xx with offices at yyy, hereinafter referred to as the Storage Operator
Company

conclude the following Individual storage contract on the basis of the Framework Agreement concerning the contracting of storage capacity ASEVA/2024/1 and ASEVA's General Terms & Conditions for Storage (version: 26/1/2024), whose provisions regulate the rights and duties of the contracting parties of this Individual Storage Contract:

<u>Tank farm (name + address):</u>	
<u>Contract begins on:</u>	<u>Contract ends on:</u>
<u>Product quality:</u>	<u>Form of storage:</u> <input type="checkbox"/> CS (commingled storage) (*) <input type="checkbox"/> SS (segregated storage) <input type="checkbox"/> SS + PRA (segregated storage + Product Replacement) **
(*) CS Product quality may be seasonal (static), with the Storage Company ensuring that quality meets the established seasonal product specification at all times. The seasonal quality specification limits thus remain static during the term of the contract. Product quality may also be seasonal (dynamic), whereby the Storage Company ensures that quality meets the applicable seasonal product specification at all times.	

() SS + PRA:**

The Product replacements will be effected in conformity with the " Contractual terms for the replacement of products" contained in the addendum A to the present Individual Storage contract.

Filling of the tanks:

According to the technical rules for flammable liquids: Gasoline = 95%; Diesel = 97%; Gas oil = 97%; JET = 96%; Heavy Fuel Oil = 97% (taking into account the storage temperature)

Tolerance of %

In case of commingled storage: Product quality

Summer (static)

Winter (static)

Summer + Winter (dynamic)

No seasonal specification

Dyed (Storage Operator bears the cost for colorant and injection)

Undyed

Description of the tanks: The following tanks form the object of this Individual storage contract (possibly in conformity with the attached tank list):

Tank no.	Calibration capacity (m ³)	Contracted volume (m ³)

Tank no.	Calibration capacity (m ³)	Contracted volume (m ³)

Total :	0	0
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The storage fee for the entire Contracted⁶ volume amounts to € /m³ per year excl. VAT, one IN and OUT included⁷.

In the case of storage SS + PRA, the storage fee will equally include the Product replacements undertaken in conformity with the Contractual terms for the replacement of products (addendum A). In the case of CS where the product is dyed, the storage fee shall include the costs for colorant and injection.

The attached annex « Transfer fees and additional costs » forms a part of this Individual Storage Contract.

_____, on _____

The Storage Operator

Brussels, _____

ASEVA

⁶ The Contracted volume is the volume that is in effect available for ASEVA to store its products (10.000 m3 of contracted volume allows ASEVA to buy and actually store 10.000 m³).
⁷The storage fee covers the discharge and loading costs of one IN at the beginning and one OUT at the end of the storage contract for the entire (re)delivered volume.

**Transfer fees and additional costs
(Annex to the Individual Storage Contract)**

Individual Storage contract no. :
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<p>Storage Facilities holder (full company name and address):</p> <p>Company</p>

Storage Facility (Address):		
Name of the terminal manager:	Telephone:	Telefax:
Storage Facility working hours Mo - Fri: from o'clock to o'clock	Storage Facility working hours weekend: <u>Saturday:</u> from to o'clock <u>Sunday:</u> from to o'clock	E-mail:
Name and address excise number holder:	Excise nr. Storage operator: Excise nr. Storage Facility: VAT nr. Storage operator:	
<p>Storage Facility accessible by seagoing vessel/inland navigation vessel:</p> <ul style="list-style-type: none"> - To deliver⁸ the products: Yes / No - To redeliver⁹ the products: Yes / No <p>In case the Storage Facility cannot redeliver by (seagoing) vessel: the alternative terminal owned by the Storage Company in the country of the Storage Facility from which ASEVA can redeliver in accordance with the terms of addendum B :</p>		
Ship berth: (name, address)	Ship notification periods: from o'clock to o'clock except:	
Maximum draught:	Maximum length:	
Maximum tonnage seagoing vessels/barges:		

⁸ Deliver: the ASEVA products can be transported and discharged into the Storage Facility to be stored.

⁹ Redeliver: the Storage Facility can load the ASEVA stored products

Storage Facility deliverable by rail? Yes / No		
Storage Facility redeliverable by rail? Yes / No		
Train station:	Delivery times: from o'clock to o'clock except:	Complete train handling: <input type="checkbox"/> yes <input type="checkbox"/> no, only tank wagon maximum
Storage Facility accessible by road tankers:		
- To deliver the products? Yes / No		
- To redeliver the products? Yes / No		
Road tanker facility:	Delivery times: from o'clock to o'clock except :	Daily handling: road tankers per day Or cubic meter per day
Storage Facility accessible via pipeline:		
- To deliver the products? Yes / No		
- To redeliver the products? Yes / No		
Pipeline (name or description):	Capacity (m³/hour)	<input type="checkbox"/> in <input type="checkbox"/> out

Transfer fee and additional costs must be fully indicated by the Storage Operator:

	Costs for delivering ¹⁰ in €/t			Costs for redelivering ¹¹ in €/t		
	Petrol	Distillates	Other Product (to specify)	Petrol	Distillates	Other Product (to specify)
Seagoing vessel¹²						
Inland navigation vessel¹³						
Tank wagon (train)						
Road tanker						
Pipeline						
Tank transfer						
Wharfage						
Quay dues¹⁴						
For account of:						
Costs for colouring¹⁵						

¹⁰ Costs for delivering: costs of discharging the ASEVA products into the Storage Facility

¹¹ Costs of redelivering: costs of reloading the ASEVA products stored in the Storage Facility

¹² To fill in, even if the Storage Facility is not accessible by seagoing vessel. In such a case, the cost must be indicated for the alternative terminal where the ASEVA products can be redelivered by seagoing vessel.

¹³ Same as 7 for barges.

¹⁴ Quay dues or similar, imposed by the port authorities and that are not for the account of the Storage Facility.

¹⁵ Costs for colorant and injection

Additivation costs ¹⁶						
Overtime surcharges (€/hour):		Sunday and holiday surcharges (€/hour):		Tank transfers requested by ASEVA (€/t):		

Transport costs for the delivery of the ASEVA Product (In case the only means of supply of the Storage Facility is a private Means of transportation and does not have the status of “common carrier”):

Transport costs for ASEVA product by private means of transportation till the Storage Facility	Transport cost: Expressed in :
--	-----------------------------------

Transfer tariffs and additional costs are compensated by ASEVA at the above-mentioned tariffs. The amounts apply exclusive of VAT. Changes of costs which are foreign to this contract (taxes, levies) are only taken into consideration in so far as they were communicated to the ASEVA in advance.

All costs charged to ASEVA which are foreign to this contract must be substantiated. Costs for tank cleaning are only reimbursed in conformity with article 1.12. of ASEVA’s General Terms and Conditions for Storage. The payment periods for fees and costs are defined in article 9 of ASEVA’s General Terms and Conditions for Storage.

Delivery and redelivery performances or limitations :

	Delivery in m ³ /hour			Redelivery in m ³ /hour		
	Gasoline	Distillates	Other Product (to specify)	Gasoline	Distillates	Other Product (to specify)
Seagoing vessel						
Inland navigation vessel						
Tank wagon						
Tank wagon						
Pipeline						

General information on the Storage Facility:

Total capacity of the Storage Facility (m3):	Number ant capacity of the tanks in the Storage Facility:	
		M ³ Number
	Gasoline	
	Heating oil	

¹⁶ Costs for injection only.

	Diesel		
	Jet fuel		
	Other Product 1 (to specify)		
	Other Product 2 (to specify)		
	Other Product 3 (to specify)		
<u>Nr(s). of the Land register plots</u>	<u>Number of commercial operators in the Storage Facility¹⁷:</u> <input type="checkbox"/> 1-2 <input type="checkbox"/> 3-5 <input type="checkbox"/> >5		
Average annual through-put of the Storage Facility (in 1000 m3/year): <ul style="list-style-type: none"> • For gasoline • For heating oil: • For diesel: • For jet fuel: • For Kero C: • For other Product 1 – to specify • For other Product 2 – to specify • For other Product 3 – to specify 			
Equipment of the Storage Facility for storage, mixing and injection of biofuels : Is the Storage facility equiped with a power generator? <input type="checkbox"/> yes <input type="checkbox"/> no If yes: indicate which activities are still supported:			

, on

.....

 (Stamp, name and signature of the Storage company)

¹⁷ Inclusive the Storage company

Appendix 7:

Guide to using electronic public procurement

Handleiding registreren op e-Procurement en indienen offerte voor ondernemingen

Guide s'enregistrer sur e-Procurement et entrer une offre pour entreprises

Guide to register on e-procurement and enter a tender for companies

Link in het Nederlands: https://bosa.service-now.com/eprocurement?id=kb_article_view&sys_kb_id=eff41e53879c3518c23143b90cb352b

Lien en Français: https://bosa.service-now.com/eprocurement?id=kb_article_view&sys_kb_id=f8e478c1876c3150c23143b90cb3562

Link in English: https://bosa.service-now.com/eprocurement?id=kb_article_view&sys_kb_id=d513bce61bb479503ff06421b24bcbec