

See Telecom s.r.l.

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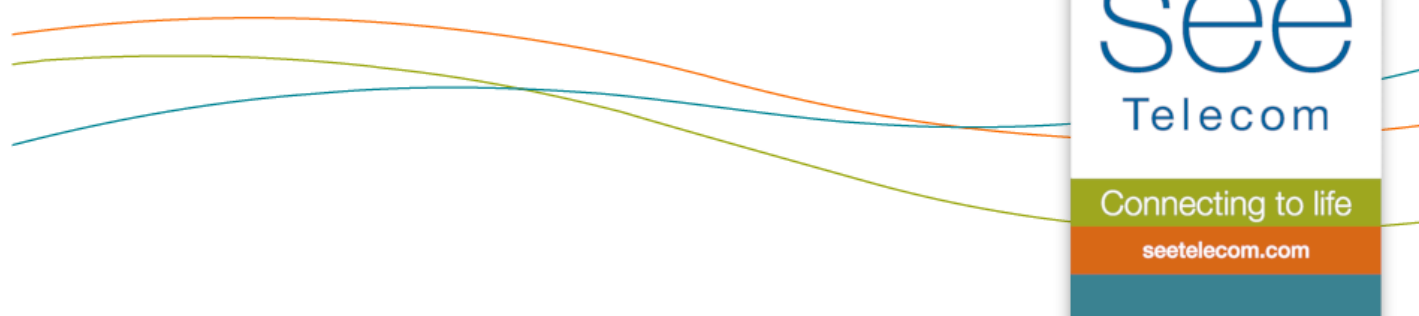
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RPM Nivelles Belgium - Company number : 0412 722 528

# GENERAL TERMS AND CONDITIONS OF SALE AND SERVICE

APPLICABLE AS OF 1 MAY 2023



## **1 Preamble**

- 1.1 These general terms and conditions are applicable to all commercial offers and orders made from 1<sup>er</sup> day of application, until a revision is published which would cancel and replace these terms and conditions.
- 1.2 These general terms and conditions shall be deemed applicable, subject to any changes that the two parties may make to them by express agreement in writing at the time the contract is drawn up.
- 1.3 Any commercial document signed by See Telecom's management or any other person duly authorised to bind See Telecom according to publication in the Moniteur Belge, shall constitute special conditions that modify or supplement these general conditions.

## **2 Definitions**

- 2.1 The Supplier: See Telecom srl (contact details at the top of the first page).
- 2.2 The Customer: the customer who places the order with the Supplier.
- 2.3 Services: the knowledge, skills and abilities provided by the Supplier to the Customer on the basis of this Agreement, as well as the work and services to be delivered under this Agreement.
- 2.4 Service Trip: the visit made to a location designated by the Client, for a period to be determined and with a goal to be set by the Client.
- 2.5 Working days: calendar days, excluding weekends and generally recognised public holidays.

## **3 Formation of the contract**

- 3.1 The agreement shall be deemed to be complete when, after receipt of an order, the Supplier has sent a written acceptance, possibly within the period set by the Customer. The order shall then become irrevocable.
- 3.2 If the Supplier has set a time limit for acceptance when making a binding offer, the contract shall be deemed to have been concluded if the Customer has sent a written acceptance before the expiry of the time limit. However, the contract shall only be formed if this acceptance is received at the latest one week after the expiry of the deadline.
- 3.3 A change to the Supplier's proposals shall only be valid if confirmed in writing. Business transacted by the Supplier's agents shall only be valid after confirmation has been given directly by the Supplier to the Customer.

## **4 Plans and descriptive documents**

- 4.1 Weights, dimensions, capacities and other data in catalogues, brochures, circulars, advertisements, engravings and price lists are approximate. These data are only binding if expressly referred to in the contract.
- 4.2 The plans and technical documents enabling the total or partial manufacture of the equipment which are given to the Customer before or after the conclusion of the contract shall remain the exclusive property of the Supplier. They may not be used by the Customer, copied, reproduced, transmitted or communicated to third parties without the latter's permission. These plans and documents shall become the property of the Customer:
  - (a) if expressly provided for in a clause; or
  - b) if they are related to a preliminary study contract, separate from the execution contract, which does not reserve ownership to the Supplier.

- 4.3 The plans and technical documents enabling the total or partial manufacture of the equipment, handed over by the Customer to the Supplier before or after the conclusion of the contract, shall remain the exclusive property of the Customer. They may not be used by the Supplier without its permission, nor may they be copied, reproduced, transmitted or communicated to third parties.

## **5 Packaging**

- 5.1 Unless otherwise agreed, the prices are for unpacked goods. Packaging is invoiced separately and remains with the customer after delivery.

## **6 Control**

- 6.1 The Customer shall be entitled to have the quality of the materials used, the parts of the equipment and the software inspected and checked by its duly authorised representatives after completion and before delivery. These checks and inspections shall be carried out at the place of manufacture during normal working hours, after agreement with the Supplier as to the day and time. The costs of this examination, including those resulting from the intervention of an inspection or testing body, shall be borne by the Customer in the FAT (Factory Acceptance Test) service.

## **7 Transfer of risk**

- 7.1 The goods are sold and definitively approved at the Supplier's premises, even if they are to be sent carriage paid.
- 7.2 The Supplier shall notify the Customer in writing of the date on which the Customer is required to take delivery of the equipment. The Supplier's notice shall be given sufficiently in advance to enable the Customer to take the steps normally necessary for this purpose.
- 7.3 If the Supplier intervenes to provide the Customer with wagons or other necessary means of transport or to facilitate customs formalities, it shall not incur any liability on this account; all resulting costs shall be invoiced at cost plus service charges.
- 7.4 As soon as the goods are delivered, the risks of all kinds, including acts of God and force majeure, and custody, are transferred to the Customer. The goods travel at the Customer's risk.

## **8 Reservation of ownership**

- 8.1 The Supplier shall retain ownership of the goods sold until the price in principal and accessories has been paid in full.
- 8.2 In the event of resale, the Supplier shall also be entitled to claim the price of the goods held by the sub-purchaser. The retention of title shall be transferred to the resale price.
- 8.3 Failure to pay any of the instalments may result in the goods being reclaimed.

## **9 Delivery times**

- 9.1 Unless otherwise agreed, the delivery periods shall run from the later of the two following dates:
- a) the date of formation of the contract, as defined in Article 3 ;
  - b) the date of receipt by the Supplier of the advance payment, if the contract provides for one before the start of production.
- 9.2 Unless otherwise stipulated in the contract, delivery times are given as an indication only and any delay shall not give rise to cancellation of the order or to any compensation.

- 9.3 If the Customer does not take delivery of the goods at the time they are made available by the Supplier, the Customer shall nevertheless be obliged not to delay the due date for payment for the delivery. The Supplier shall then ship the equipment at the Customer's expense and risk. At the Customer's request, the equipment shall be insured by the Supplier, but at the Customer's expense. A monthly invoice shall be sent to the Customer corresponding to the volume stored and the storage time in accordance with the tariff in force which shall be communicated to the Customer.

## 10 Import/export regulations

- 10.1 In the absence of any other contractual agreement with the Customer, the goods delivered are intended for first release on Belgian territory or, in the case of delivery abroad, in the country of first delivery agreed with the Customer. The Customer undertakes to use the delivered goods only for the purposes indicated on the export documents and to demand an equivalent commitment from its customers. In the event of export of the goods by the Customer, the Customer shall be solely responsible for compliance with the export and embargo regulations applicable to the export.
- 10.2 In the case of cross-border return of samples, tools, materials or technologies in the form of drawings, manuals, etc. to the Customer, the Customer undertakes that, prior to dispatch to a first country of delivery other than that agreed with the Supplier, he will obtain the necessary national product approvals or registrations in good time and that the stipulations of the national law of the respective country concerning the provision of user information in the national language, as well as all import regulations, will be observed.
- 10.3 Compliance with the delivery obligation may be subject to the validation or issue of export or transport permits or other certificates relating to foreign economic relations by the competent authorities. If the Supplier is unable to meet the delivery deadline due to the duration of the necessary and proper execution of an application, authorisation or control procedure imposed by customs or foreign economic relations, through no fault of its own, the delivery period shall be extended by the duration of the delay caused by this administrative procedure. In general, the Supplier is not in a position to indicate a fixed period for the administrative procedures described. The Supplier shall immediately inform the Customer about such procedures and the specific circumstances and measures in each case. The Customer's claims for damages for the corresponding delays not attributable to the Supplier are excluded, insofar as the Supplier has not accepted any contractual warranty liability towards the Customer.
- 10.4 Immediately after the conclusion of the contract, the Customer shall be obliged to provide the Supplier with complete written information about the end use and, if applicable, the end user of the goods to be delivered. The delivery period, if any, shall not commence until these obligations have been fulfilled. These obligations include in particular the drawing up of any end-user documents (the so-called CUFs) and the sending of the originals to the Supplier, as well as the provision of the necessary information about the end-user and his UBO (Ultimate Beneficial Owner). In order to check the final destination and use of the products or services and to justify this to the competent authorities for customs and export control purposes. If the aforementioned documents indicate potential violations of export bans or embargo regulations, the Supplier shall be entitled to terminate the contract without compensation.
- 10.5 The Customer also warrants and undertakes to provide proof thereof at the request of the Supplier that :
- (a) the goods are not intended for weapons or nuclear purposes ;
  - b) deliveries of our products are not sent to military recipients in a country subject to a military embargo;
  - (c) the goods delivered are not intended for internal repression or major violations of human rights and international humanitarian law;

- d) the goods and services of the Supplier are not passed on directly or indirectly to persons, or that the profit or income from the goods does not accrue directly or indirectly to persons, if such persons are on a blacklist applicable to the contractual transaction (in particular the blacklists of the European Union and the United States of America), or are more than 50% controlled by one or more persons on such a list;
- (e) all warnings from the electronic surveillance of the competent national administrations of the respective country of origin of the delivery are taken into account.
- 10.6 In the case of an agreed delivery abroad, the Customer shall also ensure at his own expense that all national import regulations of the country of first delivery are complied with in full and in good time, without the Supplier having to bear the costs. When placing the order, the Customer shall inform the Supplier of all mandatory import requirements in the country of destination. If he fails to do so, or if the Supplier is unable to meet these requirements, or is able to do so only at disproportionate additional cost, the Supplier reserves the right to withdraw from the contract. Alternatively, the Supplier shall be entitled to demand reimbursement from the Customer of the necessary expenses incurred in meeting these requirements.
- 10.7 If the competent authorities do not provide the Supplier or its suppliers with any necessary export or transport permits or other approvals in good time or not at all, through no fault of the Supplier or its suppliers, or if other obstacles to the execution of the contract or to the delivery are wholly or partly caused by customs regulations, The Supplier shall be entitled to withdraw from the contract or from the individual delivery and/or performance obligation, unless the Supplier has explicitly accepted a corresponding guarantee of performance, irrespective of any fault. This shall also apply if obstacles due to export controls and embargoes arise - e.g. due to a change in the legal situation - only between the conclusion of the contract and the delivery or performance of the service or the exercise of warranty claims, and make the performance of the delivery or service temporarily or permanently impossible, through no fault of the supplier. This may be the case, for example, if export or transport permits or other foreign trade permits or approvals from the competent authorities granted to the Supplier and its suppliers are cancelled through no fault of our own, or if other legal obstacles under customs, foreign trade and embargo regulations prevent the performance of the contract through no fault of the Supplier. Claims for damages by the Customer in this respect are excluded, insofar as the Supplier has not explicitly accepted a guarantee independent of any fault in the provision of the aforementioned permits or documents.
- 10.8 The customer shall indemnify the supplier against all justified damages and costs arising from the culpable breach of the above obligations. This shall not apply to the costs of the Supplier's own employees.

## **11 Modes of implementation**

- 11.1 The Services shall be performed in accordance with the rules of the trade. The Client has the right to terminate the non-compliant Services at any time.
- 11.2 The Supplier shall carry out its activities in complete freedom and independence. He shall not receive any binding directives, instructions or orders from the Customer, and in no case shall a subordinate relationship be established between the Customer and the Supplier.
- 11.3 The Supplier shall not be able to bind the Customer in any way and shall at all times remain liable to third parties for its actions and for any information or advice given to the Customer.
- 11.4 The performance of the Services shall be interrupted during periods of collective application holidays with the Customer. The Customer shall provide this information to the Supplier's single point of contact as soon as such a period is fixed.
- 11.5 The Client shall provide all reasonable and necessary facilities to perform the Services in a secure manner at the relevant location.

- 11.6 To the extent necessary for the performance of the Services, the Client shall provide access to the necessary information and documentation, and its personnel may be consulted at reasonable and predetermined times about the Client's organisation, procedures and working methods.
- 11.7 The personnel bound by an employment contract with the Supplier and/or subcontractor in charge of the execution of the Services shall always work under the responsibility and authority of the Supplier and subcontractor respectively and shall not receive any binding directives, instructions or orders from the Client, except as provided below. In accordance with Art. 31§1 of the Act of 24 July 1987 on temporary work, temporary employment and the placing of workers at the disposal of users, the Client may give instructions to personnel bound by an employment contract with the Supplier and/or subcontractor, solely within the framework of the execution of this Agreement, concerning the points mentioned in the appendix to these conditions.
- 11.8 This right of instruction does not imply any responsibility on the part of the Customer for the proper execution of the Services, which is the sole responsibility of the Supplier.
- 11.9 The parties acknowledge that the instructions that may be given, as explicitly set out in the Annex, do not in any way affect the authority of the Supplier and/or subcontractor as employer.
- 11.10 The parties undertake to ensure that the actual execution of this agreement corresponds precisely and completely to the express provisions of this agreement. Any changes or additions to the instructions in the Annex must be agreed between the parties beforehand and be set out in the Annex.
- 11.11 The Customer shall be entitled to request that one or more Service Moves be made by the Supplier's personnel if this is deemed necessary by the Customer.

## **12 Awards**

- 12.1 The Supplier shall invoice the goods and Services at the rates set out in the firm offer previously accepted by the Customer, plus any supplements accepted by the Customer by way of an amendment to the initial order, and any additional time consumed in the performance of services for which the causes of the overrun are not attributable to the Supplier, but rather to failures on the part of the Customer which did not allow the Supplier to perform within the time initially set.
- 12.2 The tariff(s) also include the costs of using resources and consumable materials.
- 12.3 Unless expressly stated otherwise, the prices are exclusive of VAT, including travel costs on Belgian territory.
- 12.4 For services requiring international travel, as well as for Service Trips, the actual duration of the trips shall be considered as hours actually worked. These travel hours shall be charged as hours actually worked, unless otherwise agreed between the parties. Travel and accommodation costs shall be invoiced according to the rule of actual costs plus 10%.

## **13 Payment**

- 13.1 Payments shall be made in EUR or in the currency stipulated in the contract, net and without discount.
- 13.2 Unless otherwise agreed, invoices are payable within 30 Working Days from the day following the date of the invoice:
- 1° receipt by the Customer of the invoice or an equivalent request for payment, or
- 2° of the receipt of the goods or services, if the date of receipt of the invoice or equivalent request for payment is uncertain or if the Customer receives the invoice or equivalent request for payment before the goods or services, or

(3) acceptance or verification to certify the conformity of the goods or services with the contract, if the law or the contract provides for a procedure of acceptance or verification, and if the Customer receives the invoice or the equivalent request for payment earlier or on the date of the acceptance or verification.

- 13.3 The Customer shall send the Supplier any complaints about the execution of the work and the invoices submitted in writing within 15 Working Days of the execution of the work and the date of the invoice respectively.
- 13.4 Any invoice not paid on the due date shall be increased by 10% (with a minimum of EUR 150)] by way of fixed compensation, ipso jure and without prior notice. In addition, interest on arrears of 10% per annum shall be due by operation of law and without prior notice of default. The stipulation of the payment of interest shall not affect the due date of the payment terms.
- 13.5 All current and future taxes, levies and additional costs of any kind associated with the sale are to be borne by the Customer.

## **14 Financial guarantees**

- 14.1 If it appears, after the conclusion of the contract and until full payment of the price, that the credit is in question or if the credit deteriorates and in particular in the following cases: request for an extension of the protest deadline, seizure of all or part of the Customer's property at the initiative of a creditor, late payment of contributions due to the NSSO, etc.; the Supplier reserves the right, even after partial dispatch of a contract, to demand from the Customer the guarantees that it deems suitable for the proper execution of the commitments entered into. Refusal to comply with these guarantees shall entitle the Supplier to cancel all or part of the contract, without the need for formal notice.

## **15 Resolutive clause**

- 15.1 In case of non-payment of the invoice on the due date or in case of application of Article 14th agreement shall be terminated by the mere fact of the Supplier's notification of its intention to the Customer by registered letter and without prior notice of default.

The Supplier has the right to take back the delivered goods without intervention of the courts. In addition and by way of damages, an amount equal to 15% of the price with a minimum of EUR 500 shall be due.

## **16 Accreditation**

- 16.1 The materials shall be deemed to be approved by the Customer no later than 10 Working Days after delivery on pain of foreclosure, unless a specific complaint is notified before the expiry of this period by registered letter. Approval shall cover all apparent defects, i.e. all those which it was possible for the Client to detect at the time of delivery or within 10 Working Days thereafter by a careful and serious inspection, in particular those relating to the characteristics and operation of the equipment.

## **17 Guarantees and liability**

- 17.1 The Supplier undertakes to remedy, by replacing or repairing the product, any duly proven hidden defect in the products sold which are not the result of force majeure, faulty intervention by the Customer or third parties.

This guarantee is limited to defects that have been brought to the attention of the Supplier within one year after commissioning. Commissioning is deemed to have taken place 30 Working Days after the products were made available in the Supplier's factories if the delivery took place in Belgium and 45 Working Days if the delivery took place abroad.

The Supplier shall become the owner of the replaced parts. These parts shall be returned at the Customer's expense.

17.2 The Customer may take out a warranty extension of up to 4 years in addition to the initial warranty year, i.e. a maximum total of 5 years of warranty from the date of commissioning. This warranty extension can only be taken out once and only at the same time as the initial order.

17.3 The Customer acknowledges that the Supplier reserves the right to declare the warranty on the products inapplicable if it is found that the periodic maintenance operations described in the user manuals have not been carried out in due time by the Customer. This may be proven by the absence or poor keeping of maintenance records, or by the condition of the product itself, which can only be the consequence of an obvious lack of minimum maintenance.

17.4 Under the conditions of use described in the documentation, the Customer benefits from a "Software Defect Correction Period" (SDCP) starting from the installation of the software.

The Customer acknowledges that, given the current state of the art, it is not possible to guarantee that the software will operate without any bugs or discontinuities, or that it will meet the Customer's performance or result requirements.

The PCDL lasts for 1 (one) month, but can be extended to 3 (three) months if a specific development has been ordered and is part of the delivered software.

During the PCDL, the Supplier's sole obligation shall be to repair or replace the defective software, provided that the Customer has notified the Supplier of the existence of such failure prior to the expiry of the PCDL specified above. Failures shall be duly documented and notified to the Supplier in writing via the web support platform "<http://services.seetelecom.com>".

After confirmation of a defect by the Supplier, it shall provide the Customer with a corrected version of the software within a reasonable period of time.

The Supplier excludes all other warranties, express or implied, including any warranty that :

- the software has specific qualities or qualities expected by the Client,
- the software corresponds to the needs, expressed or not, of the Client,
- the software would be fit for purpose,
- all flows or sites of an illicit nature, offensive or containing malicious codes or more generally those belonging to categories that the Customer wishes to prohibit, are filtered by the software. The Customer takes responsibility for the quality of the filtering with regard to the populations it wishes to protect.
- The Customer shall not be liable for any damage caused by the misuse or manipulation of the software by users designated by the Customer. The Customer is responsible for training its staff and for putting in place procedures to avoid any incident.

At the end of the PCDL, the use of the software by the Client is equivalent to acceptance.

17.5 The Supplier shall not assume any warranty obligations other than those set out in points 17.1 and 17.4. The Supplier shall not be obliged to pay damages for damage to goods used for business purposes or for losses related to business activities of the Customer or persons for whom the Supplier is responsible under Article 1384 (old) Belgian Civil Code.

17.6 Furthermore, the Supplier shall not be liable to pay damages for extra-contractual liability.

With regard to personal injury and damage to privately used property, the Supplier shall not be liable to pay damages where :

- a) it is not proven that the defect existed at the time the product was put into circulation;



- b) the Supplier, given the state of science and technology, was not in a position to know about the defect;
  - c) the defect is due to the design of the thing into which the sold product has been incorporated or when the defect is due to the Customer's instructions;
  - d) the damage is the result of a fault on the part of the customer, the injured party or someone for whom the injured party or the customer is responsible (e.g. faulty handling, incorrect operation, alterations carried out by the customer or third parties, etc.);
  - e) the defect results from the conformity of the product with mandatory rules issued by public authorities;
  - f) the damage is due to a lack of maintenance or maintenance that is contrary to the maintenance manual or the maintenance regulations laid down by the Supplier or the manufacturer;
  - g) the damage results from the intervention of a third party not approved by the Supplier or the manufacturer.
- 17.7 The Customer shall indemnify the Supplier against all claims or demands made by third parties against the Supplier for the damages listed in point 17.6. In the case of manufacture according to drawings drawn up or supplied by the Customer, the Supplier's (manufacturer's) liability shall in any event be limited to the execution of the products in accordance with the strict specifications of these drawings.
- 17.8 The liability of the parties is limited to direct damages, which could, if any, result in a failure to perform the agreement to the detriment of the other party. In no case shall the parties be liable for indirect or consequential damages of any kind.
- 17.9 Beyond the software defect correction period (PCDL), the Customer can benefit from technical support only via the web support platform " <http://services.seetelecom.com> ". This technical support is reserved in priority for Customers who have subscribed to a maintenance contract, but remains accessible to all other Customers, but without priority treatment and with a less advantageous fee than for subscribers to the service. It may provide reasonable assistance and services, but this does not constitute an obligation of result. This does not, of course, include the movement of personnel on site, nor the troubleshooting, correction or configuration of products or software that do not originate directly from the Customer. In the event that an intervention requires additional payment, a personalised estimate will be proposed beforehand.
- 17.10 The liability of each of the parties shall at all times remain limited, except in the case of fraud or gross negligence, to the maximum amount owed by the Customer to the Supplier under the Agreement.

## **18 Assembly**

- 18.1 The assembly of the goods delivered shall never be part of the contract. However, the Supplier may, at the Customer's request, and under special conditions, agree to make specialist workers or fitters available to the Customer. In this case, the services of these workers or fitters shall be performed under the supervision and at the expense and risk of the Customer, who shall also bear the responsibility and cost of the corresponding insurance.
- 18.2 The Customer shall provide, at his own expense, the aids, equipment and all products necessary for the assembly.

## **19 Social and fiscal obligations in relation to the performance of the Services**

- 19.1 The Supplier shall comply with all legal, tax and social security provisions imposed on employers in relation to its employees.

- 19.2 The Supplier must, before starting the Services, at the time of the conclusion of the contract, as well as at the time of each invoicing, be able to provide proof that it has met its social and fiscal obligations.
- 19.3 The Supplier shall be able to demonstrate to the Customer that social security contributions have been paid and tax deductions have been made for the personnel employed for the performance of the Services. The Supplier shall be able to provide, at the Customer's request, evidence that it has complied with the relevant legal provisions.
- 19.4 In accordance with the legal provisions and insofar as these are applicable to the workers, they shall be in possession of residence permits, work permits, Limosa declarations (L1 documents) via [www.limosabe.be](http://www.limosabe.be) and other documents proving their membership and contribution to a social security scheme. The Supplier will keep a copy of these documents available for consultation at all times.
- 19.5 The workers shall receive at least the minimum wage in force in Belgium, paid in due time by the Supplier in accordance with the mandatory rules concerning minimum income and in compliance with the legislation concerning the protection of workers' remuneration.
- 19.6 The Supplier undertakes to send the L1 documents by e-mail to the Customer before the work begins. The Supplier shall under no circumstances employ illegal workers.

## **20 Subcontracting**

- 20.1 The Supplier may, under its own responsibility, subcontract part of the Services to a third party. The Supplier shall inform the Customer in advance and in writing and shall communicate the full identity of the subcontractor.
- 20.2 The Supplier undertakes, if he calls upon one or more third parties to carry out (part of) the assignment, to do so only on the basis of a subcontract, in which the following provisions of these conditions must be included: Articles 19, 20, 21, 22 and 25.

## **21 Surveillance and security**

- 21.1 The Supplier shall be responsible for the supervision of its own Services and shall take all precautionary measures relating to the safety of its staff or third parties in the performance of the Agreement. It shall take out all necessary insurance (accident, industrial accident, civil liability, professional liability). It is expressly agreed that the Client shall not incur any liability in this respect.
- 21.2 The Supplier shall, at the Customer's request, produce the insurance policies and be able to prove that it has paid the relevant premiums.
- 21.3 The Supplier shall not make use of the system of hiring out workers except through approved temporary employment agencies, and shall ensure that it does not enter into contracts with false self-employed persons.
- 21.4 The Supplier undertakes itself to comply with the provisions of labour law, including working hours and minimum rest periods, holidays, overtime pay, health, safety, hygiene and welfare of workers, as provided for by the Act of 4 August 1996, at the workplace vis-à-vis its own workers. The Supplier undertakes to ensure that its own subcontractors comply with these provisions with regard to their respective workers.
- 21.5 If the Supplier fails to comply with its welfare obligations, or fails to do so properly, the Customer may always take the necessary measures itself at the Supplier's expense.

## **22 Reporting and duty to cooperate**

- 22.1 The number of hours/days worked by the Supplier shall be communicated to the Customer on a monthly basis by means of time sheets.

22.2 In the event of agreement, the Customer shall send the signed time sheets to the Supplier by return of post.

22.3 To be valid, communications between the Customer and the Supplier concerning the performance of the Services must be in writing.

The parties undertake to inform each other without delay of any difficulty that might hinder the timely performance of the Services and to exchange information that might facilitate their performance.

22.4 The parties shall each designate a single point of contact who shall monitor the proper performance of the parties' mutual contractual obligations and who shall function as a point of contact for all day-to-day communications between the parties.

The Customer and the Supplier shall draw up a schedule of regular meetings, which shall take place with the single points of contact.

22.5 The Supplier's personnel responsible for the execution of the Services shall at regular times draw up a report of the Services performed. This report shall be communicated to the Supplier's sole point of contact, with a copy to the Customer's sole point of contact for information.

22.6 In the event of the absence of a member of the Supplier's staff during the performance of the Services, whether due to leave, illness or any other reason, the Supplier's sole point of contact shall inform the Customer's sole point of contact as soon as possible, and if possible in advance. In the event of the absence of the relevant member of the Supplier's staff for more than 5 Working Days, the Supplier shall provide a replacement with another member of staff having at least equivalent qualifications, experience and expertise.

If the Customer notices an unplanned absence of a member of the Supplier's staff responsible for carrying out the Services on site, he shall immediately inform the Supplier's sole point of contact.

22.7 If the Supplier replaces members of its staff who are responsible for the performance of the Services, this shall have no impact on the continuity of the Services and shall not result in any delay or additional costs for the Customer. The Supplier shall avoid frequent replacement of its personnel performing the Services.

The Supplier undertakes to inform the Customer's sole point of contact in advance of any replacement of a member of staff by another competent member of staff, taking into account the Customer's concerns. A member of staff shall always be replaced by another member of staff with at least equivalent qualifications, experience and expertise.

If necessary, the Supplier shall provide training and knowledge transfer in the event of such a replacement, and shall bear the cost thereof.

## **23 Causes of exemption and changes in circumstances**

23.1 The following are considered as causes for exemption if they occur after the conclusion of the contract and prevent its execution ("force majeure"): labour disputes and all other circumstances such as fire, mobilisation, requisition, embargo, prohibition on the transfer of currency, insurrection, lack of means of transport, general lack of supplies, restrictions on the use of energy when these other circumstances are beyond the control of the parties.

23.2 The party invoking the above circumstances shall promptly notify the other party in writing of their occurrence as well as of their cessation.

23.3 The occurrence of any of these causes shall release both the Supplier and the Customer from liability.

- 23.4 If, during the performance of the agreement, a change in circumstances occurs that could not have been foreseen at the time of the conclusion of the agreement and that are beyond the Supplier's control, as a result of which the performance of the agreement becomes so excessively onerous for the Supplier that such performance can no longer reasonably be required, the Supplier may request the Customer to renegotiate the terms of the agreement. During this renegotiation the parties shall continue to fulfil their obligations. If the renegotiation is refused or fails within a period not exceeding one month from the date of the aforementioned request, the Supplier shall be entitled to terminate the performance of the agreement without any compensation on the date determined by mutual agreement.

## **24 Specific clauses applicable only in Belgium**

- 24.1 In accordance with Article 39(1) and Article 42(1) of the Act of 13 June 2005 of the Belgian Official Gazette on electronic communications:
- a) the Customer guarantees that he is in possession of a written authorisation (licence) issued by the Belgian Institute for Postal Services and Telecommunications (BIPT) to hold a radio communication device (radio equipment) by sending a copy of the document to the Supplier; this must be done spontaneously and no reminder will be sent by the Supplier;
  - b) the Supplier reserves the right to refuse any sale, rental, loan or gift of a private radio communication transmitter and/or receiver to anyone who is unable to produce a copy of the licence;
  - c) the Supplier shall not be liable for the fact that the Customer does not have a licence to hold such a device at the time of purchase or at the time of its use.

## **25 Intellectual property and confidentiality**

- 25.1 All rights (including copyright and other intellectual and industrial property rights) in all software, hardware and other materials made available under this Agreement, such as analyses, drafts, documentation, reports, tenders and preparatory documents, shall vest exclusively in the party that made them available to the other party, or its licensors.
- 25.2 All rights to all results of all work carried out by the Supplier and its staff for the Customer shall vest exclusively in the Supplier. The Customer shall be granted an exclusive, unrestricted, worldwide, transferable licence to these results, with the right to sub-licence these results to third parties on a commercial basis.
- 25.3 The Supplier shall indemnify the Customer against any action by third parties based on alleged infringements of intellectual property rights.
- The Supplier shall reimburse the Customer for all sums which the Customer has to pay to third parties on the basis of such actions as well as all sums which have been spent, such as costs of proceedings and for the defence against such actions.
- 25.4 The Supplier shall keep confidential all documents, information, data, plans, descriptions, etc., of which it becomes aware in the context of this Agreement (hereinafter "Confidential Information") and shall not communicate them under any conditions to third parties without the Customer's express prior written consent. The Supplier undertakes to ensure that this obligation is complied with by its staff, employees and subcontractors involved in the execution of this Agreement.
- 25.5 Not considered confidential information:
- information which the Supplier can demonstrate was known to him prior to its disclosure by the Customer;
  - information which the Supplier can demonstrate was already in the public domain without the Supplier having breached its obligation of confidentiality;
  - information received by the Supplier from a third party, without this being in breach of any confidentiality agreement.

- 25.6 The processing of personal data by the Supplier is subject to the Supplier's Data Processing Agreement.

## **26 Customer's equipment**

- 26.1 Ownership: This material shall remain the property of the Customer and the Supplier shall not be entitled to use it in connection with services performed for other customers.
- 26.2 Responsibility: The Supplier shall be obliged to keep the equipment handed over to him in safe custody in accordance with the rules in force.

## **27 Non-compliance and termination of the agreement**

- 27.1 If the Customer reasonably finds that the Supplier has not performed the Services in accordance with the contract, the Customer shall inform the Supplier's sole point of contact within 5 (five) working days, stating the reasons for the complaint. The Supplier shall take the necessary steps to investigate the alleged non-compliance and, if necessary, to carry out a compliant performance of the assignment.
- 27.2 If the Customer reasonably finds that the performance of the Services by a particular member of the Supplier's staff does not meet the specifications, it shall inform the Supplier's sole point of contact within three Working Days, giving reasons for its complaint. After consultation and within reason, the Supplier shall replace the member of staff concerned with another member of staff with equivalent qualifications and expertise free of charge.
- 27.3 The Customer shall also have the right, if it appears that the Supplier and/or one of its subcontractors is not complying with its social and/or wage tax obligations towards its employees, inter alia in the case of a notification by the social inspection service provided for in the Act of 12 April 1965 on the protection of workers' remuneration:
- to terminate this contract with immediate effect and without prior notice;
  - to continue the performance of the contract with a third party at the Supplier's expense, risk and peril without having to resort to the courts.
- 27.4 In any case, the Customer shall inform the Supplier in writing of its decision and the Customer shall bear the damage it suffers as a result of the Supplier and/or subcontractor being in default of its contractual and/or legal obligations.
- 27.5 If the Customer fails to comply with Article 11.7 of this agreement, the Supplier shall be entitled to terminate the agreement immediately without prior notice of default or judicial authorisation, and to obtain a lump-sum compensation for the outstanding balance of the total amount of the order(s), without prejudice to the Supplier's right to obtain full compensation for the loss proven by it.
- 27.6 Except as otherwise provided in this Agreement :
- The parties shall be entitled to terminate, without injunction or formal notice, without the need for court intervention, by registered letter, this agreement, if :
- a bankruptcy petition is filed in respect of the other party or when the other party is declared bankrupt;
  - the other party ceases the activities of its business;
  - an attachment is ordered on a significant part of the other party's assets;
  - the other party is otherwise deemed no longer to be able to fulfil the obligations arising from this agreement.

## **28 Poaching of staff**

28.1 The Customer declares that it will not directly or indirectly employ any of the Supplier's staff for the duration of the contract between the two parties, plus one year. In the event of a breach, the Customer shall be liable by operation of law to pay compensation equivalent to two years' gross salary for each of the persons concerned, but not less than EUR 50,000 per person concerned, without prejudice to the Supplier's right to obtain full compensation for the loss proven by it.

## **29 Electrical and electronic equipment**

29.1 In accordance with Article 13 of Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment (WEEE), the obligations relating to the organisation and financing of the collection and treatment of such waste are transferred to the Customer, unless expressly provided for by agreement or regulation. To this end, the Customer shall ensure the collection of the purchased equipment, its treatment and recovery, in accordance with Article 5 of the said Directive.

## **30 Entire agreement**

30.1 This agreement and its annexes constitute the entire agreement between the two parties. The invalidity of one or more provisions of this Agreement shall not invalidate the other provisions of the Agreement. Both parties shall replace the invalid provision(s) with a valid provision(s), which shall be as close as possible to the intentions behind the agreement.

## **31 Applicable law**

31.1 These general terms and conditions of sale and services are governed by Belgian law, unless otherwise agreed in writing by the parties.

## **32 Competent courts**

32.1 In case of dispute, only the courts of Nivelles (Belgium) will be competent.

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