

See Telecom s.r.l.

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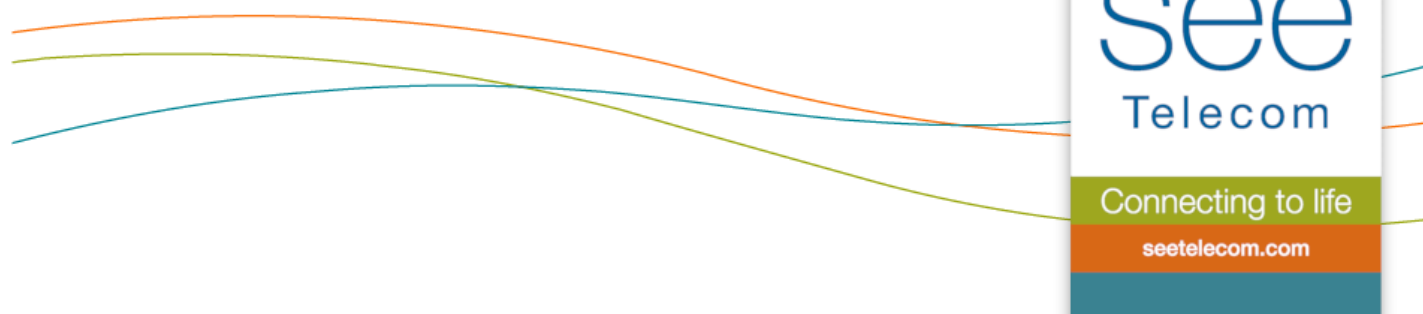
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RPM Nivelles Belgium - Company number: 0412 722 528

GENERAL TERMS AND CONDITIONS FOR SALE AND SERVICES

APPLICABLE FROM 1 MAY 2025



1 **Preamble**

1.1 These general terms and conditions apply to all commercial offers and orders. Any revision of these terms and conditions will be notified to the Customer and, in the absence of a response within 10 (ten) days of notification, will cancel and replace these terms and conditions.

1.2 These general terms and conditions are 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 the general management of See Telecom or any other person duly authorised to bind See Telecom according to publication in the Moniteur Belge, constitute special conditions which 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 that the Supplier provides 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 Visit: a visit made to a location designated by the Customer, for a period to be determined and with an objective to be set by the Customer.

2.5 Working days: calendar days, excluding weekends and public holidays generally recognised in Belgium.

2.6 Products: stand-alone hardware and software designed to be integrated into various environments.

2.7 Systems: sets of products and accessories installed and configured for a given project, forming a single, fixed, made-to-measure installation.

2.8 Support Period: period defined by Regulation (EU) 2024/2847 (Cyber Resilience Act - CRA) starting on the day of delivery and ending after 5 (five) years.

3 **Regulatory classification of products and systems**

3.1 Product compliance with regulations

The Supplier's Products comply with the requirements of Directive 2014/53/EU (RED Directive) and, where applicable, the security update obligations set out in Regulation (EU) 2024/2847 (Cyber Resilience Act - CRA). These Products bear the CE mark, attesting to their compliance with the regulations in force.

Patches to resolve vulnerabilities and security flaws in the Products are only made available free of charge during the Support Period. After this period, the obligation to supply these patches ceases, and any security updates are only available on request, as part of a maintenance contract.

3.2 Compliance of Systems with regulations

The Systems supplied by the Supplier are designed as single-use fixed installations within the meaning of the RED Directive and made-to-measure within the meaning of the CRA Regulation. Consequently :

- They are not subject to the CE marking requirement, except as regards the essential requirements of the CRA Regulation.
- Although they are subject to the essential requirements of the RED Directive, they do not require CE marking or a declaration of conformity for these requirements. Only an attestation of conformity is required.
- Under the ARC, the Supplier is not subject to the obligations to provide a security update and the associated deployment procedure for these Systems free of charge, unless expressly provided otherwise in a specific maintenance contract.

4 Formation of the contract

4.1 The contract is deemed to be perfected when, after receipt of an order, the Supplier has sent a written acceptance, possibly within the deadline set by the Customer. The order then becomes irrevocable.

4.2 If, in formulating a firm proposal, the Supplier has set a deadline acceptance, the contract is deemed to be complete when the Customer has sent a written acceptance before the deadline expires. However, the contract is only formed if this acceptance is received no later than one week after the expiry of the deadline.

4.3 Changes to the Supplier's proposals are only valid if confirmed in writing. Business transacted by the Supplier's agents is only valid after confirmation has been given directly by the Supplier to the Customer.

5 Plans and descriptive documents

5.1 The weights, dimensions, capacities and other data given in catalogues, prospectuses, circulars, advertisements, engravings and price are approximate. These data only binding if expressly referred to in the contract.

5.2 The plans and technical documents enabling the manufacture of all or part of the equipment which are provided to the Customer prior to or subsequent to the conclusion of the contract remain the exclusive property of the Supplier. They may not, without the Supplier's authorisation, be used by the Customer, copied, reproduced, transmitted or communicated to third parties. These plans and documents become the property of the Customer:

a) if an express clause so provides, or

b) if they relate to a preliminary study contract, separate from the performance contract, which does not reserve ownership of them to the Supplier.

5.3 The plans and technical documents enabling the manufacture of all or part of the equipment, provided by the Customer to the Supplier before or after the conclusion of the contract, remain the exclusive property of the Customer. They may not, without its authorisation, be used by the Supplier, copied, reproduced, transmitted or communicated to third parties.

6 Packaging

6.1 Unless otherwise stipulated, prices are for packaged goods:

- in boxes,
- on EUROPALETTE pallet, shrink-wrapped with transparent film, non-stackable,
- in untreated wood ISPM15 upright cabinets,
- for road freight only.

6.2 Any other packaging configuration will be invoiced as an option prior to delivery, in all cases, whether or not the customer has provided the information prior to placing the order. This additional charge will appear on the final invoice and must be paid before dispatch.

6.3 Once invoiced, the packaging remains with the Customer after delivery.

7 Control

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

8 Transfer of risk

8.1 Goods are sold and definitively approved at the Supplier's factories, even if they are to be dispatched carriage paid.

8.2 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 must be given sufficiently in advance to enable the Customer to take the steps normally necessary for this purpose.

8.3 If the Supplier intervenes to provide the Customer with wagons or other necessary means of transport or to facilitate customs formalities, it will not incur any liability in this respect; all resulting costs will be invoiced at cost plus service charges.

8.4 From the moment of delivery, the risks of all kinds, including acts of God and force majeure, and custody, are transferred to the Customer. Goods travel at the Customer's risk.

9 Reservation of ownership

9.1 The Supplier retains ownership of the goods sold until actual payment of the full price in principal and accessories.

9.2 In the event of resale, the Supplier also retains the right to claim the price of the goods held by the sub-purchaser. The reservation of title is transferred to the resale price.

9.3 Failure to pay any of the instalments may result in the goods being reclaimed.

10 Delivery times

10.1 Unless otherwise stipulated, delivery periods run from the later of the following two dates:

a) the date of formation of the contract, as defined in § 4

b) the date of receipt by the Supplier of the deposit, if the contract provides for one before production begins.

10.2 Unless otherwise stipulated in the contract, delivery times are given as an indication only and any delay cannot give rise to cancellation of the order or to any compensation whatsoever.

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

11 Import/export regulations

11.1 In the absence of contractual agreements to the contrary with the Customer, the goods delivered are intended to be put into circulation for the first time on Belgian national territory or, in the event of delivery abroad, in the country of first delivery agreed with the Customer. The Customer undertakes to use the goods delivered solely for the purposes indicated on the export documents and to demand an equivalent undertaking from its customers. If the goods are exported by the Customer, the Customer is solely responsible for complying with the export and embargo regulations applicable to exports.

11.2 In the case of cross-border return of samples, tools, materials or technology 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, it will obtain the necessary national product approvals or registrations in good time and that the stipulations laid down in the national law of the respective country regarding the provision of user information in the national language, as well as all import regulations, will be complied with.

11.3 Compliance with the delivery obligation may be subject to the validation or issue of export or transport authorisations 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 compliant 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 duration for the administrative procedures described. The Supplier will inform the Customer immediately of any such procedures and of the circumstances and measures specific to each case. The Customer's claims for damages for corresponding delays not attributable to the Supplier are excluded, insofar as the Supplier has not accepted any contractual guarantee liability vis-à-vis the Customer.

11.4 Immediately after the conclusion of the contract, the Customer is obliged to provide the Supplier with full written information about the end use and, where applicable, the end user of the goods to be delivered. Any delivery period does not begin until these obligations have been fulfilled. These obligations include, in particular, drawing up any end user documents (the so-called CUFs) and sending the originals to the Supplier, as well as providing the necessary information about the end user and its 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 suggest potential breaches of export bans or embargo regulations, the Supplier shall be entitled to terminate the contract without compensation.

11.5 The Customer also guarantees and undertakes to provide proof thereof at the Supplier's request 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 Supplier's goods and services are not passed on directly or indirectly to persons, or that the profit or income from the goods does not directly or indirectly benefit persons, if these 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 electronic surveillance warnings from the competent national authorities in the respective country of origin of the delivery are taken into account.

11.6 In the case of an agreed delivery to a foreign country, the Customer shall also ensure, at its own expense, that all national import regulations of the country of first delivery are complied with in full and on time, without the Supplier having to bear the costs thereof. When placing the order, the Customer must inform the Supplier of all mandatory import requirements in the country of destination. If it fails to do so, or if the Supplier is unable to meet these requirements, or is able to do so only at disproportionately high additional cost, the Supplier reserves the right to terminate the contract. Alternatively, the Supplier is entitled to demand reimbursement from the Customer of the necessary expenses incurred in meeting these requirements.

11.7 If the competent authorities do not provide the Supplier or its suppliers with any necessary export or transport authorisations or other required approvals, or do not do so in a timely manner, through no fault of the Supplier or its suppliers, or if other obstacles to the performance of the contract or delivery arise in whole or in part as a result of customs, foreign trade and embargo regulations applicable to the Supplier or its suppliers as an exporter or carrier, through no fault of the Supplier or its suppliers, the Supplier shall be entitled to terminate the contract or the obligation to deliver, trade and embargo regulations applicable to the Supplier or its suppliers as exporters or carriers, through no fault of their own, the Supplier is entitled to withdraw from the contract or from the individual delivery and/or performance obligation, insofar as the Supplier has not expressly accepted a corresponding performance guarantee, irrespective of any fault on its part. This also applies if obstacles in connection with export controls and embargoes arise - e.g. as a result of 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, which 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 relevant 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 performance of the contract through no fault of the Supplier. The Customer's claims for damages in this respect are excluded, insofar as the Supplier has not explicitly accepted a guarantee independent of any fault for the provision of the aforementioned authorisations or documents.

11.8 The Customer shall indemnify the Supplier against all justified damages and costs arising from culpable breaches of the aforementioned obligations. Excluded from this are costs relating to the Supplier's own employees.

12 Execution modes

12.1 The Services will be carried out in accordance with good practice. The Customer has the right to stop non-compliant Services at any time.

12.2 The Supplier carries out its activities in complete freedom and independence. It does not receive any binding directives, instructions or orders from the Customer, and under no circumstances may a relationship of subordination be established between the Customer and the Supplier.

12.3 The Supplier may under no circumstances validly bind the Customer; it remains liable at all times to third parties for its actions and for any information or advice provided to the Customer.

12.4 The performance of the Services is interrupted during periods of collective application holidays with the Customer. The Customer shall provide this information to the Supplier's sole point of contact as soon as such a period is fixed.

12.5 The Customer shall provide all reasonable and necessary facilities to perform the Services securely at the location in question.

12.6 Insofar as is necessary for the performance of the Services, the Customer shall provide access to the necessary information and documentation, and its personnel may be consulted at reasonable and predetermined times concerning the Customer's organisation, procedures and working methods.

12.7 The personnel bound by an employment contract with the Supplier and/or subcontractor responsible for performing the Services always work under the responsibility and authority of the Supplier and subcontractor respectively and do not receive any binding directives, instructions or orders from the Customer, with the exception of what is provided for below. In accordance with art. 31§1 of the law of 24 July 1987 on temporary work, temporary employment and the making available of workers to users, the Customer may give instructions to personnel bound by an employment contract with the Supplier and/or subcontractor, solely within the framework of the performance of this Agreement concerning the points mentioned below.

This list includes, by type of instruction, by way of illustration, a few non-exhaustive examples which, depending on the Services/assignment or partial activity concerned, may be completed differently and given orally on a daily basis, either directly or as part of consultation meetings. These examples may be freely adapted and will vary, without requiring adaptation of the agreement.

- planning of the Services / the mission to be carried out and intermediate results [e.g. SLA,...];
- site opening and closing times and general times of interruption;

- access to the Customer's sites and/or facilities required to carry out the Services/assignment [e.g. badges, registration system, etc.];
- the Customer's circumstances, procedures and operating methods to be taken into account in order to carry out the Services/assignment [e.g. existing security requirements, confidentiality obligations, etc.];
- changes in the interim to be taken into account when carrying out the Services / the assignment [e.g. adaptation of the schedule or SLA, adaptation of the methods of execution, etc.];
- technical instructions concerning the use of certain materials and/or customised work, including the specific training and development required to carry out the Services / the assignment and which are specific to the Customer [e.g. mandatory use of certain products, manual concerning the equipment, etc.];
- technical instructions concerning the use and/or maintenance of certain facilities, infrastructure and/or processes, including the specific training and development required to carry out the assignment and which are specific to the Customer [e.g. compliance with the e-mail and internet charter, programming language chosen, project management methodology, etc.];
- urgent interventions to avoid/limit economic damage [e.g. interruption of Services in the event of incorrect handling,...].

12.8 This right of instruction does not imply any responsibility on the part of the Customer for the correct performance of the Services, which is the sole responsibility of the Supplier.

12.9 The parties acknowledge that the instructions that may be given, as explicitly set out in the appendix, do not in any way affect the employer's authority of the Supplier and/or subcontractor.

12.10 The parties undertake to ensure that the actual performance of this agreement corresponds precisely and completely to the express provisions of this agreement. Any modification or addition to the instructions set out in the appendix must first be agreed between the parties and adapted in the appendix.

12.11 The Customer is entitled to request that one or more Service Moves be carried out by the Supplier's personnel if this is deemed necessary by the Customer.

13 Prices

13.1 The Supplier will 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 extra time consumed in providing services for which the Supplier is not responsible, but which are due to failings on the part of the Customer which prevented the Supplier from providing the services within the times initially set.

13.2 These rates also include the cost of using resources and consumable materials.

13.3 Unless expressly stated otherwise, prices are exclusive of VAT, including travel costs within Belgium.

13.4 For services requiring international travel, as well as for Service Travel, the actual duration of travel will be considered as hours actually worked. These hours of travel are charged as hours actually worked, unless otherwise agreed between the parties. Travel and accommodation costs will be invoiced on the basis of actual costs plus 10% (ten per cent).

14 Payment

14.1 Payments will be made in EURO or in the currency stipulated in the contract, net and without discount.

14.2 Unless otherwise agreed, invoices are payable within 30 (thirty) working days from the day following the invoice date, without exceeding 60 (sixty) days:

1° receipt by the Customer of the invoice or an equivalent request for payment, or

2° on 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 acceptance or verification.

14.3 The Customer shall send the Supplier any complaints in writing concerning the performance of the work and the invoices presented, within 15 (fifteen) Working Days following the performance of the work and the date of invoicing respectively.

14.4 Any invoice not paid on the due date will be increased by 10% (ten per cent) [with a minimum of 150 EUR (one hundred and fifty Euros)] by way of fixed compensation, ipso jure and without prior notice. In addition, late payment interest of 10% per annum shall be due automatically and without prior notice. The stipulation of the payment of interest does not affect the due date of the payment terms.

14.5 All current and future taxes, levies and additional costs of any nature whatsoever relating to the sale shall be borne by the Customer.

15 Financial guarantees

15.1 If it appears, after the contract has been concluded and until the price has been paid in full, that the credit is being called into 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 assets at the initiative of a creditor, late payment of contributions due to the ONSS, etc.; the Supplier reserves the right, even after partial dispatch of a contract, to demand from the Customer the guarantees it deems appropriate with a view to the proper performance of the commitments entered into. Refusal to do so gives the Supplier the right to cancel all or part of the contract, without need for formal notice.

16 Resolutive clause

16.1 In the event of formal notice for non-payment of the invoice remaining unanswered or in the event of application of article 15, the agreement shall be terminated simply by the Supplier notifying the Customer of its intention to do so by registered letter, without prior formal notice.

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

17 Approval

17.1 The equipment will be deemed to have been approved by the Customer no later than 10 (ten) Working Days after delivery, on pain of foreclosure, unless a specific complaint is notified before the expiry of this period by registered letter. Approval will cover all apparent defects, i.e. all those that it was possible for the Customer to detect at the time of delivery or in the 10 (ten) Working Days that followed by a careful and serious inspection, in particular those relating to the characteristics and operation of the equipment.

18 Product warranty and liability

18.1 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, wrongful action on the part of the Customer or third parties.

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

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

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

18.3 The Customer acknowledges that the Supplier reserves the right to declare the product warranty inapplicable if it is found that the periodic maintenance operations described in the user manuals have not been carried out in a timely manner 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.

18.4 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 forms part of the delivered software.

During the PCDL, the Supplier's sole obligation shall be to repair or replace the defective software, provided however that the Customer has notified the Supplier of the existence of this fault before the expiry of the PCDL indicated above. Defects must be duly documented and notified to the Supplier in writing via the web support platform "<https://www.seetelecom.com/services>".

Within the limits of what is legally permitted, the correction of software defects only concerns malfunctions impacting the intended operation of the software, to the exclusion of vulnerabilities or cybersecurity flaws not identified at the time of deployment. The correction of these vulnerabilities will be the subject of a separate service, invoiced in accordance with the terms of the maintenance contract or a specific commercial offer.

Once the Supplier has confirmed a fault, it will provide the Customer with a corrected version of the software within a reasonable period of time.

The Supplier excludes any other express or implied warranty, in particular any warranty that :

- the software has specific qualities or qualities expected by the Customer,
- the software corresponds to the needs, expressed or otherwise, of the Customer,
- the software would be adapted for a specific use,
- all flows or sites of an illicit nature, offensive or containing malicious code, 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 software be held liable for any damage caused by improper use or manipulation by the users designated by the Customer. The Customer is responsible for training its staff and implementing procedures to avoid any incident.

At the end of the PCDL, use of the software by the Customer is deemed to be acceptance.

18.5 The Supplier shall not assume any warranty obligations other than those set out under 18.1 and 18.4 . The Supplier shall not be liable to pay damages for damage caused to goods used for business purposes or for losses related to the business activities of the Customer or persons for whom it is responsible under Article 6.14 of the Belgian Civil Code.

18.6 Furthermore, the Supplier may not be required to pay damages 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 when the Product was put into circulation;
- b) the Supplier, given the state of science and technology, was not in a position to know of the existence of the defect;
- c) the defect is due to the design of the object into which the product sold has been incorporated or when the defect is due to the Customer's instructions;
- d) the damage results from 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, modifications carried out by the Customer or third parties, etc.);

- e) the defect arises from the product's compliance 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 instructions 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;
- h) the damage results from a cyber security flaw or vulnerability in the following cases:
 - (i) The security flaw had not been identified at the time of the incident and no patch was available, either internally, from manufacturers or from the relevant cybersecurity bodies.
 - (ii) The security flaw was identified, but no patch was available, whether or not the Customer had been informed of its existence.
 - (iii) The security flaw had been identified and a patch programmed, but the damage occurred before it was actually deployed, within a timeframe deemed reasonable given the technical and organisational constraints.
 - (iv) The security flaw was identified and a patch was available, but the Customer, although informed, did not request its deployment or had scheduled the operation for a later date, regardless of the Supplier's recommendations.

18.7 The Customer shall indemnify the Supplier against all actions or claims that third parties may bring against it in respect of the damage listed in point 18.6. In the case of manufacture in accordance with 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.

18.8 The liability of the parties is limited to direct damages, which could, if applicable, result in a failure to perform the agreement to the detriment of the other party. In no event shall the parties be liable for indirect or consequential damages of any kind.

18.9 Beyond the software defect correction period (PCDL), the Customer can only benefit from technical support via the web support platform "<https://www.seetelecom.com/services>". 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 fixed price 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 provision of on-site personnel or 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 quote will be provided in advance.

18.10 The liability of each of the parties remains at all times limited, except in the case of fraud or gross negligence, to the maximum amount owed by the Customer to the Supplier under the Agreement.

18.11 To the extent permitted by law, the Customer waives all extra-contractual liability claims against the Supplier and its employees and directors acting as auxiliaries in the performance of the Supplier's contractual obligations, for damage caused by a failure to perform these contractual obligations. These auxiliaries may, as third-party beneficiaries, invoke this clause.

19 Assembly

19.1 Assembly of the goods delivered is never part of the contract. However, the Supplier may, at the Customer's request and subject to special conditions, agree to offer specialist workers or fitters to the Customer. In this case, the services of these workers or fitters are provided under the supervision and at the expense and risk of the Customer, who also responsibility and the cost of the corresponding insurance.

19.2 The Customer will supply, at his own expense, the aids, equipment and all the products required for assembly.

20 Social and fiscal obligations relating to the performance of Services

20.1 The Supplier shall comply with all legal, tax and social security provisions imposed on employers with regard to its employees.

20.2 The Supplier must be able to provide proof that it has met its social security and tax obligations before commencing the Services, at the time the contract is concluded and at the time of each invoice.

20.3 The Supplier must be able to demonstrate to the Customer that the social security contributions have been paid and that the tax deductions have been made for the personnel employed to perform the Services. The Supplier must be able to provide, at the Customer's request, documentary evidence that it has complied with the relevant legal provisions.

20.4 In accordance with the legal provisions and insofar as these are applicable to the workers, the latter shall be in possession of residence permits, work permits, Limosa declarations (L1 documents) via www.limosa.be and other documents justifying their affiliation and contribution to a social security scheme. The Supplier will keep a copy of these documents available for consultation at all times.

20.5 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.

20.6 The Supplier undertakes to send the L1 documents by e-mail to the Customer before the start of the work. Under no circumstances will the Supplier employ illegal workers.

21 Subcontracting

21.1 The Supplier may, under its own responsibility, subcontract part of the Services to a third party.

21.2 The Supplier undertakes, where it calls upon one or more third parties to carry out (part of) the assignment, to do so only on the basis of a subcontract, which must include the following provisions of these conditions: Articles 19, 20, 21, 22 and 25.

22 Surveillance and security

22.1 The Supplier shall be responsible for supervising its own Services and shall take all precautionary measures relating to the safety of its personnel or third parties in the performance of the Agreement. It shall take out all necessary insurance (accident, workplace accident, civil liability, professional liability). It is expressly agreed that the Customer shall not incur any liability in this respect.

22.2 The Supplier shall, at the Customer's request, produce the insurance policies and be able to prove that it has paid the relevant premiums.

22.3 The Supplier itself undertakes to comply with the provisions of labour law, including working hours and minimum rest periods, days off, overtime pay, health, safety, hygiene and well-being of workers, as provided for by the law of 4 August 1996, in the workplace with regard to its own workers. The Supplier undertakes to ensure that its own subcontractors comply with these provisions with regard to their respective workers.

22.4 If the Supplier does not comply with its welfare obligations, or does so incorrectly, the Customer may always take the necessary measures itself at the Supplier's expense.

23 Relationships and duty to cooperate

23.1 The number of hours/days worked by the Supplier must be communicated to the Customer each month by means of hourly service sheets for invoicing purposes.

23.2 In the event of agreement, the Customer will send the Supplier the signed time sheets by return of post.

23.3 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 punctual performance of the Services and to exchange any information that might facilitate their performance.

23.4 The parties shall each designate a single point of contact to monitor the proper performance of the parties' mutual contractual obligations and to act 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 to be held with the single points of contact.

23.5 The members of the Supplier's staff responsible for carrying out the Services shall draw up a report of the Services carried out at regular intervals. This report is communicated to the Supplier's sole point of contact, with a copy to the Customer's sole point of contact for information.

23.6 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 member of staff with at least equivalent qualifications, experience and expertise.

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

23.7 If the Supplier replaces members of its staff responsible for performing the Services, this will have no impact on the continuity of the Services and must not cause any delay or additional costs for the Customer. The Supplier shall avoid frequent replacement of members of its staff responsible for 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 account of the Customer's concerns. A member of staff must always be replaced by another member of staff with at least equivalent qualifications, experience and expertise.

If necessary, the Supplier shall be responsible for training and knowledge transfer in the event of such replacement, and shall bear the cost thereof.

24 Causes of exemption and changes in circumstances

24.1 The following are considered causes for exoneration if they occur after the conclusion of the contract and prevent its performance ("force majeure") labour disputes and any other circumstances such as fire, mobilisation, requisition, embargo, prohibition on the transfer of currency, insurrection, acts of (cyber)terrorism, spontaneous strikes, lack of means of transport, general lack of supplies, restrictions on the use of energy, whether suffered by the parties or their suppliers, when these other circumstances are beyond the control of the parties.

24.2 The party invoking the circumstances referred to above must notify the other party in writing without delay of both their occurrence and their cessation.

24.3 The occurrence of one of these causes releases both the Supplier and the Customer from liability.

24.4 If, during the performance of the contract, there is a change in circumstances unforeseeable at the time the contract was concluded and beyond the Supplier's control, as a result of which the performance of the contract becomes so excessively onerous for the Supplier that such performance can no longer reasonably be required, the Supplier may ask the Customer to renegotiate the terms of the contract. 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 will be entitled to terminate performance of the contract without any compensation on a mutually agreed date.

25 Specific clauses applicable only in Belgium

25.1 In accordance with Article 39(1) and Article 42(1) of the Act of 13 June 2005 of the Moniteur belge 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 document must be sent spontaneously and no reminder will be sent by the Supplier;
- b) the Supplier reserves the right to refuse any sale, hire, loan or gift of a private radio communications 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 for such equipment at the time of purchase or at the time of use.

26 Intellectual property and confidentiality

26.1 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, projects, documentation, reports, tenders and preparatory documents, shall vest exclusively in the party that made them available to the other party, or its licensors.

26.2 All rights to the results of all work carried out by the Supplier and its staff for the Customer shall vest exclusively in the Supplier. The Customer obtains an exclusive, unrestricted, worldwide, transferable licence to these results, with the right to sub-licence these results to third parties on a commercial basis.

26.3 The Supplier shall indemnify the Customer against any action by third parties based on alleged infringements of the aforementioned intellectual property rights.

The Supplier shall reimburse the Customer for any sums that the Customer has to pay to third parties on the basis of such actions as well as any sums that have been spent, such as the costs of proceedings and for the defence against such actions.

26.4 Each Party undertakes to keep confidential all documents, information, intelligence, plans, descriptions, etc. of which it becomes aware in the context of this agreement (hereinafter referred to as "Confidential Information"), whether originating from the other Party or not. Neither Party may, without the express prior written consent of the other Party, communicate such information to third parties. Each Party also undertakes to ensure that this obligation is respected by its staff, employees and sub-contractors involved in the performance of this agreement.

This obligation of confidentiality will remain in force for a period of three (3) years from the end or termination of this agreement, for whatever reason.

26.5 The following shall not be considered Confidential Information for the purposes of this Agreement:

- any information which a Party can demonstrate was known to it prior to its disclosure by the other Party;
- any information which is or becomes accessible to the public without breach of the obligation of confidentiality by the receiving Party ;
- any information legitimately received from a third party, without breaching any obligation of confidentiality towards the other Party.

26.6 The processing of personal data by the Supplier is subject to the Supplier's Data Processing Contract.

27 Customer equipment

27.1 Ownership: This equipment remains the property of the Customer and the Supplier does not have the right to use it for services performed for other customers.

27.2 Responsibility: The Supplier is obliged to keep the equipment handed over to it for safekeeping in accordance with the rules in force.

28 Non-compliance with Services and termination of the agreement

28.1 If the Customer reasonably observes that the Supplier has not performed the Services in accordance with the terms of the contract, it shall inform the Supplier's sole point of contact within 5 (five) Working Days, giving the reasons for its complaint. The Supplier shall take the necessary steps to analyse the alleged non-compliance and, if necessary, to carry out the assignment in accordance therewith.

28.2 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 reasonable limits, the Supplier will replace the member of staff concerned, free of charge, by another member of staff with equivalent qualifications and expertise.

28.3 The Customer also has the right, when it appears that the Supplier and/or one of its subcontractors is not complying with its obligations in terms of social law and/or payroll tax towards its workers, inter alia in the case of a notification by the social inspection service provided for by the law of 12 April 1965 concerning the protection of workers' remuneration:

- to terminate this contract with immediate effect and without prior notice;
- to continue performance of the contract with a third party at the Supplier's expense, risk and peril, without having to resort to the courts.

28.4 In all cases, the Customer shall inform the Supplier in writing of its decision and the Customer shall be liable for any damage it suffers as a result of the Supplier and/or subcontractor being in breach of its contractual and/or legal obligations.

28.5 In the event of non-compliance by the Customer with article 12.7 of this agreement, the Supplier shall have the right to terminate the contract immediately without prior formal notice or judicial authorisation, and to obtain lump-sum compensation equal to 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.

28.6 Except as otherwise provided in this agreement :

The parties shall be entitled to terminate this agreement by registered letter, without injunction or formal notice and without recourse to the courts, if :

- a bankruptcy petition is filed in respect of the other party or when the other party is declared bankrupt ;
- the other party ceases its business activities;
- a seizure is ordered on a significant part of the other party's assets;
- the other party is deemed no longer to be in a position to comply with the obligations arising from this agreement.

29 Staff poaching

29.1 The Customer declares that it will not directly or indirectly employ any of the Supplier's personnel 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 1 (one) year's gross salary for each of the persons concerned, such compensation not being less than EUR 50,000 (fifty thousand) per person concerned, without prejudice to the Supplier's right to obtain full compensation for the loss proven by it.

30 Electrical and electronic equipment

30.1 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 this waste are transferred to the Customer, unless expressly provided otherwise by agreement or regulation. To this end, the Customer shall ensure that the equipment purchased is collected, treated and recovered, in accordance with article 5 of the said Directive.

31 Entire agreement

31.1 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 will replace the invalid provision(s) with valid provision(s), which will be as consistent as possible with the intentions underlying the agreement.

32 Applicable law

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

33 Competent courts

33.1 In the event of a dispute, the courts of Nivelles (Belgium) shall have sole jurisdiction.