

Article 1 - Scope

These General Terms and Conditions of Sale (GTCs) are proposed in the course of negotiations with the Client in order to define the conditions under which ECONOCOM will perform the Services and/or supply the Equipment. These GTCs shall prevail over the Client's terms and conditions, even if ECONOCOM has not expressly contested them. These GTCs shall be deemed accepted upon acceptance of the Offer or placement of an Order by the Client.

Article 2 - Definitions

Contract or Order: the contract entered into between ECONOCOM and the Client relating to the order of Services and/or Equipment following the issue of an Offer.

Client: the Party to the Contract with ECONOCOM contracting party and the recipient of the Services and/or Equipment.

Delivery: physical delivery of the Equipment to the Client, or performance of the Services.

ECONOCOM: a company within the Econocom Group from which the Client orders Services and/or Equipment.

Equipment: equipment, licences and/or support for software packages, together with any equipment ancillary to the Services provided to the Client under the Contract.

Offer: the proposal issued by ECONOCOM describing the Services and/or Equipment.

Party(ies): the Client and ECONOCOM, each a Party, and together the Parties.

Price: the price excluding VAT and any other applicable taxes or duties, expressed in euros and based on the total quantities stated in the Offer.

Deliverable(s): deliverable(s) produced by ECONOCOM within the framework of the Services.

Services: services provided by ECONOCOM under the Contract.

Article 3 - Orders

ECONOCOM may only be legally bound by a member of its management or by a duly authorised representative holding a valid power of attorney. The Offer shall remain valid for seven (7) calendar days from its date of issue, subject to supplier allocation, components availability, end of stock or product obsolescence. Orders shall be sent to ECONOCOM in writing (by post or by email to the following address: orders.lu@econocom.com). The Order shall be firm and final upon its first issued. The Order shall be deemed accepted once it has been acknowledged by ECONOCOM, subject to final confirmation of availability, allocation, configuration and price by the manufacturer or supplier. No binding contract shall be concluded prior to this confirmation. Any partial or total cancellation of an Order shall constitute a breach of the Client's contractual obligations. Any partial or total cancellation of an Order must be expressly authorised by ECONOCOM and may, at ECONOCOM's sole discretion, give rise to payment by the Client of a penalty equal to 25% of the price of the Order (including VAT), without any obligation to prove any damage suffered. An administrative fee of twenty-five (25) euros shall apply to any Order with a total Price of less than five hundred (500) euros.

Article 4 - Terms of payment

Prices may be adjusted up to the Delivery in the event of documented changes in supplier costs, including, but not limited to, memory modules, processors, storage components, logistics costs, taxes, customs duties or currency-related impacts. Unless otherwise stipulated, invoices must be paid within thirty (30) days from the invoice date, subject to acceptance by ECONOCOM's credit control department. For private purchases or first Orders, payment shall be required in advance. In the event of non-payment by the due date, any amount owed shall bear interest from that date until full payment, at a rate of ten (10) per cent per annum. The unpaid amount shall be automatically increased by a fixed indemnity equal to ten (10) per cent of the unpaid amount.

Article 5 - Delivery - Title - Complaints

The Equipment specified on the Order shall be made available to the Client at the location stated in the Order. Unless otherwise specified, installation of the Equipment shall be the Client's responsibility. Delivery costs shall be the Client's responsibility. The delivery time is only given as an indication by the suppliers, it does not constitute a contractual commitment, and any overrun shall not entitle the Client to cancel the Order unless the delay is solely due to ECONOCOM's negligence. Under no circumstances shall any delay give rise to a claim for damages. Unless otherwise specified, title in the Equipment shall pass to the Client upon payment in full. The risk of loss or damage of the Equipment shall be transferred upon delivery thereof. Any complaints must be submitted by registered letter within eight (8) calendar days of receipt of the goods. After this period, the invoice shall be deemed to have been accepted in full. Under no circumstances shall a complaint justify any delay or suspension of payment.

Article 6 - Warranty - Return of Equipment

As ECONOCOM acts as an intermediary, the warranty relating to the Equipment shall be limited to the warranty granted by the manufacturer. No additional warranty is granted by ECONOCOM, unless otherwise stated or required by law. The warranty shall not apply to defects/damage resulting from (i) interconnection with software or third-party products or products supplied by the Client, (ii) malfunction (failure, error, incompatibility), (iii) any modification not approved by ECONOCOM, improper use of the Equipment, incorrect or inadequate maintenance by the Client, and (iv) failure to comply with environmental specifications or power supply requirements. No Equipment may be returned to ECONOCOM without ECONOCOM's written consent, with transport and restocking costs being borne by the Client.

Article 7 - Intellectual property - Software package licence

The Client shall become the owner of the Deliverables after payment in full for the Services and/or Equipment. The Client's ownership shall not extend to the means and tools used by ECONOCOM in connection with its Services and which are subject to specific protection. Nor shall the Client acquire ownership of the methods and know-how held by ECONOCOM prior to the performance of the Services or developed by ECONOCOM during the performance of the Contract. ECONOCOM reserves the right to use the lessons learned and know-how developed during the performance of the Contract. The licensee of software shall only become the holder of a non-transferable and non-exclusive right to use the software for its own needs, in accordance with the publisher's licence terms available on the publisher's website or provided by ECONOCOM upon request. By accepting the Offer, the Client acknowledges that it has read and accepted all of the publisher's licence terms. Without prejudice to any copyrights that may protect the software or its documentation, the Client undertakes, either itself or through third parties, not to (i) reproduce all or part of the software, beyond a single backup copy for operational security and/or documentation, by any means and in any form whatsoever, (ii) translate or transcribe the software and/or documentation into another language or adapt them.

Article 8 - Obligations of the Parties

ECONOCOM shall perform the Contract with the reasonable skill and care. The Client undertakes to cooperate fully and in good faith to achieve the purpose of the Contract. The Client shall use reasonable endeavours to comply with any instructions and/or requests from ECONOCOM in order to enable ECONOCOM to fulfil any of its obligations under the Contract. The Client shall provide all information in its possession that ECONOCOM may request in order to comply with its obligations under the Contract. In addition, the Client undertakes to (i) provide ECONOCOM with the means necessary for the performance of this Contract, (ii) enforce the contracts it has signed with third parties in relation to the scope of the Services so that ECONOCOM can provide the Services, (iii) review, integrate, and, where applicable, transmit to its third-party suppliers the recommendations made to it by ECONOCOM, (iv) grant the necessary access to ECONOCOM personnel who are required to perform the Services at any of the Client's sites during the contractually agreed working hours, and (v) take the necessary measures to inform its personnel of the effect of the Contract and the procedures to be followed.

Article 9 - Liability - Insurance

ECONOCOM shall only be liable to the Client in the event of gross negligence or willful misconduct. Under no circumstances shall ECONOCOM be liable for any indirect, incidental or consequential loss or damages, including, without limitation, commercial loss, loss of data, loss of operations, loss of savings, loss of customers, reputational damage, loss of profits, loss of opportunity, nor for any delay suffered by the Client. In any event, ECONOCOM's total liability arising in connection with the Contract, regardless of the number of claims, shall be strictly limited to the invoiced Price of the products under the Contract that are directly affected by the claim. ECONOCOM confirms that it maintains adequate liability insurance coverage and shall provide a certificate of insurance upon the Client's written request.

Article 10 - Termination

The Contract may only be terminated for one of the following reasons and in the following manners:

- In the event of a material breach by either Party of any of its contractual obligations, the other Party may give notice to Party in breach, by registered letter with acknowledgement of receipt, to remedy the breach within thirty (30) days. Upon expiry of that period, if the material breach has not been remedied, the other Party may terminate the Services by registered letter with acknowledgement of receipt. Termination shall take effect automatically and without prejudice to any damages that the

terminating Party may claim from the other Party. In the event of a serious and irremediable breach, termination shall take effect immediately. In such case, the terminating Party shall send the other Party a notice of termination by registered letter with acknowledgement of receipt, stating the reasons for the immediate termination and the reasons why that Party considers the material breach to be irremediable. If the Party receiving this registered letter does not respond within thirty (30) calendar days of the date of receipt of the notice of termination, that Party shall be deemed to have accepted the immediate termination.

- If the Client becomes or is declared insolvent or is subject to proceedings relating to its dissolution or insolvency, ECONOCOM may terminate the Contract immediately and without prior recourse to any judicial authority, by notifying the Client by registered letter with acknowledgement of receipt.

In the event of termination of the Contract, the Client shall pay ECONOCOM for the Services performed up to and including the date of termination within the contractual payment period. Upon expiry of the Contract, each Party shall return any equipment, software and documents belonging to the other Party within one (1) month following the end of the Contract.

Article 11 - Processing of personal data

The Parties undertake to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. Each Party guarantees to the other Party that it will comply with the legal and regulatory obligations applicable to it in relation to the protection of personal data, without prejudice to any obligations they may have towards each other and their liability towards a data subject, in particular the guarantee that personal data transmitted by either Party are processed lawfully and have not been collected fraudulently. Where the performance of the Contract involves the processing by ECONOCOM of the Client's personal data, the Parties shall sign a specific agreement for that purpose.

Article 12 - Confidentiality

During the term of the Contract and for a period of one (1) year after its termination, each Party shall treat as confidential all documents, programs and information disclosed to it ("Confidential Information"). Each Party undertakes not to disclose Confidential Information to third parties other than its employees, insurers, advisers and auditors, unless it has obtained the prior written consent of the disclosing Party, and to take all necessary measures to ensure that its employees or any authorised third party respect the confidentiality of such Confidential Information. This confidentiality obligation shall not apply to Confidential Information which (i) must be disclosed by law, regulation, court order or by a specific request from an administrative authority, (ii) was already known to the receiving Party at the time of disclosure by the disclosing Party, (iii) was disclosed to the receiving Party subject to a waiver of confidentiality, (iv) was supplied to the receiving Party without any confidentiality obligation by a third party lawfully holding it, or (v) was obtained by the receiving Party through internal developments undertaken by its employees who did not have access to the Confidential Information.

Article 13 – Independent Contractors – Employee Management

For the purposes of the Contract, the Parties act as independent parties and shall have no right, power or authority of any kind to create an obligation, whether express or implied, on behalf of the other Party, and shall have no authority to represent the other Party as an agent, unless specifically authorised on each occasion. The Services do not constitute a partnership or joint venture between the Parties. ECONOCOM shall be liable for the administrative, accounting, tax and social security management, as well as the supervision and management of its employees performing the Services. ECONOCOM employees assigned to perform the Services shall remain under ECONOCOM's authority.

Article 14 - Non-solicitation of personnel

The Client shall refrain, directly or indirectly, from making any offer of employment to any person employed or contractually engaged by ECONOCOM and assigned to the performance of the Services, or from employing such person under any status whatsoever. This obligation shall apply even if the solicitation originates from that person. This obligation shall remain in force for the duration of the Contract and for a further period of twelve (12) months following its termination, whatever the cause. In the event of a breach of this obligation, the Client shall immediately compensate ECONOCOM by paying it an indemnity equal to twelve (12) months' gross salary of the person concerned, calculated on the basis of that person's last gross monthly salary.

Article 15 - Communication

Subject to strict compliance with the confidentiality obligations set out in Article 12 of these GTCs and the provisions relating to the protection of personal data referred to in Article 11, the Client authorises ECONOCOM to cite it as a commercial reference.

In this respect, ECONOCOM shall be entitled to use the Client's company name and, where applicable, the Client's logo, together with a general and non-confidential description of the Services and/or Equipment supplied under the Contract.

These elements may be included in any of ECONOCOM's communication materials, in particular on its website, in its presentations and commercial documents, marketing materials, tender responses, or more broadly in any institutional communication.

Article 16 - Force Majeure

Force majeure refers to any ground for exemption resulting from an irresistible, unforeseeable event beyond the control of the Parties, without this event resulting from negligence or fault on the part of the Parties. Initially, force majeure shall have the effect of suspending the performance of the obligations. Subsequently, if the exemption ground exceeds three (3) months, either Party may terminate the Contract by registered letter with acknowledgement of receipt, unless they agree to amend the Contract to adapt it to the circumstances of the case. In the event of a shortage of materials, supplier allocation constraints or exceptional changes in economic or market conditions beyond its reasonable control, ECONOCOM reserves the right (i) to propose an alternative configuration that is technically equivalent or superior in terms of performance and intended use, or (ii) to cancel the Order, in whole or in part, without penalty or liability.

Article 17 - Assignment - Subcontracting

Neither Party may assign the contract or delegate its obligations without the prior written consent of the other Party. Notwithstanding the foregoing, ECONOCOM may assign all or part of the Contract to any affiliated company by any means possible and without limitation, including merger, demerger, capital subscription or any other transaction involving a transfer of assets. An affiliated company means a company that (i) controls ECONOCOM, or (ii) is controlled by ECONOCOM, or (iii) is under the same control as ECONOCOM. In such case, the assigning company shall be released from all of its obligations under the Contract in favour of its assignee (there shall be no joint liability between them in the performance of the Contract). ECONOCOM reserves the right to subcontract all or part of the agreement to a third party of its choosing.

Article 18 - Ethics and sustainable development

Each Party confirms that it (i) complies with the principles of the International Labour Organization and with the applicable labour law; (ii) participates in the prevention of occupational safety risks and complies with health and safety regulations; (iii) adheres to the principles of environmental protection and controls the consequences of its activity on the environment; and (iv) ensures a quality process to achieve reliable and defined results. The term "corruption" refers to (i) any offer, gift, request, receipt, facilitation or authorisation of any act of corruption, or inducement contrary to law or regulation, conferring a personal gain or advantage on a person - whether a private person or a public official (or any person or organisation associated with that person) - and intended unlawfully to influence that person's decision or action, as well as (ii) any conduct that would be considered as an act of corruption under applicable laws and regulations. ECONOCOM confirms that: (i) neither ECONOCOM nor, to its knowledge, any of its directors, employees, subsidiaries, representatives, subcontractors or any third party acting on its behalf has committed or will commit any act of corruption for the benefit of any director, employee, representative of the Client or any third party acting on behalf of the Client; and (ii) ECONOCOM has implemented and shall maintain rules designed to prevent and detect corruption within its organisation, whether involving its directors, employees, subsidiaries, representatives, subcontractors or any other third party acting on its behalf. All information relating to environmental contributions or recycling (including Ecotrel fees) is available at the following address: www.ecotrel.org.

Article 19 - Disputes - Jurisdiction

The Contract is subject to and governed by Luxembourg law, and any disputes arising from or in connection with the Contract shall be submitted to the exclusive jurisdiction of the competent courts of Luxembourg City.