

ECONOCOM GENERAL TERMS AND CONDITIONS OF PURCHASE (Goods and/or Services)

ARTICLE 1: SCOPE OF APPLICATION – ORDER

1.1 The present General Terms and Conditions of Purchase regulate orders for products and/or services placed by ECONOCOM, meaning any affiliate of the group Econocom.

1.2 The provision of any products and/or services to ECONOCOM is subject to a prior order, properly completed and signed by ECONOCOM, in the absence of which ECONOCOM may refuse the relevant product and/or service, in whole or in part.

An ECONOCOM order is deemed to have been accepted by the Supplier in the absence of a written objection on its part within the two (2) working days following issue of the order. Any reservations made by the Supplier in relation to an order or to the present General Terms and Conditions of Purchase shall not be deemed accepted, unless ECONOCOM has provided its prior, written agreement thereto. Any amendments to or derogations from the present General Terms and Conditions of Purchase shall only apply to the order to which they relate, and the Parties may not automatically claim such amendments or derogations for other orders.

1.3 The order references must appear in all correspondence and delivery, shipping and invoicing documentation of the Supplier addressed to ECONOCOM.

1.4 Acceptance or implementation of an ECONOCOM order by the Supplier automatically implies acceptance of the present General Terms and Conditions of Purchase which form an integral part thereof, the Supplier waiving its General Terms and Conditions of Sale and all other similar documents issued or usually applied by the Supplier.

1.5 Conditions for processing the order are governed by the following documents, ranked in descending order of priority:

- The order and its technical specifications;
- Where applicable, the contract between ECONOCOM and the Supplier, if such a contract has been formalized in a separate document;
- The present General Terms and Conditions of Purchase.
- The Quality Assurance Plan if entered into by the Parties, where applicable
- The Supplier's offer if this is expressly referred to in the order

In the event of a conflict between one or more provisions in the abovementioned documents, provisions featured in the document of superior rank shall take precedence. All documents other than those referred to above shall have no effect between the Parties unless otherwise stated on the order.

ARTICLE 2: DELIVERY

2.1 Delivery times / amended deadlines The place and date for delivery of the products and/or provision of the services stipulated in the order are mandatory.

In the event of a delay in delivery and/or provision of all or part of the products and/or services ordered, except in circumstances exclusively attributable to ECONOCOM, ECONOCOM reserves the right, without prejudice to damages that ECONOCOM may claim by simple fact of the occurrence and without any requirement of prior, formal notice in this context:

- to apply a non-definitive, late penalty equivalent to 2% of the value of the order excluding tax for each day's delay, not to exceed 10% of the value of the order excluding tax; and/or
- to cancel and/or to rescind the order, in whole or in part, as of right and without further formality, for default by the Supplier.

By explicit agreement, the penalties are applicable, at any time, at the discretion of ECONOCOM without prejudice to other rights and remedies available to ECONOCOM in terms of the order, as a result of the delay. The said penalties shall be invoiced, addressed according to the provisions of these General Terms and Conditions.

The Supplier undertakes to inform ECONOCOM promptly of any event likely to cause a delay to delivery and/or implementation and to take all necessary measures to avoid or limit such a delay. Furthermore, ECONOCOM is entitled to reject any delivery made prior to the date of delivery specified in the order.

2.2 Documents – Packaging Unless otherwise stipulated, products ordered shall be delivered duty paid, Incoterms CCI 2010. In the absence of any special stipulation in the order, the Supplier must, in all cases, use packaging in conformity with the characteristics of the goods, ensuring the integrity of the said goods to the place of delivery. ECONOCOM may reject, in whole or in part, any delivery not accompanied by a delivery note per order, on the Supplier's letterhead, detailing the order number, products delivered and, if applicable, the detailed composition of the delivery per package as well as gross weight and net weight.

2.3 Compliance with regulations Products and services must meet the legal and regulatory requirements in force in the country for which they are destined, under community and international law, with particular regard to health and safety law and the law of environmental protection. For every delivery of a hazardous product, the Material Safety Data Sheet must imperatively be provided in accordance with national regulations. All documents and certificates must be supplied at the same time as the order and form an integral part thereof.

ARTICLE 3: RECEIPT

3.1 Receipt of products The goods and/or services must comply with the Technical Specifications and be fit for the purpose for which they are to be used. They must also meet the usual quality criteria, standards and existing legislative requirements. The goods shall be delivered fully complete with the complete associated documentation and all instructions, recommendations and other information necessary for the said goods to be used correctly and under the appropriate safety conditions. Goods and services which do not meet all of the aforementioned requirements shall be considered to be non-compliant. Products delivered shall be deemed to have been accepted, unless ECONOCOM expresses reservations as to their quantity or quality within eight (8) days following the date on which they were delivered. Unless agreed to the contrary between ECONOCOM and the Supplier, ECONOCOM does not accept any margin of tolerance in terms of quantities provided by the Supplier.

Quantities indicated on the purchase order may only be amended by written agreement between the two Parties. In the absence thereof, ECONOCOM may:

- in the event of greater quantities, refuse the surplus products, except where such a surplus is allowed for the purpose of the relevant profession;
- in the event of lesser quantities, accept the delivery and consequently issue an amended order replacing the initial order, or, without prejudice to the application of Article 2.1 hereinafter, demand immediate delivery of the missing quantities.

Rejected products must be removed by the Supplier, at its expense and risk, within a maximum period of eight days following a letter sent to the Supplier by ECONOCOM; after this deadline, ECONOCOM reserves the right to return them to the Supplier's office "carriage forward".

3.2 Receipt of services ECONOCOM shall carry out checks to verify conformity of the services

with the order. Following such checks, ECONOCOM shall notify the Supplier of its decision. The decision shall confirm either receipt with or without reservations, or postponement or rejection. In the event of compliance, ECONOCOM shall declare receipt. The decision shall take effect on the date specified on the said decision, or, in the absence of the same, on the date of notification. Where ECONOCOM determines that the services, albeit not entirely compliant, may nonetheless be received, it shall declare receipt with reservations.

Such reservations shall be listed on the decision which shall set out either the deadline for ensuring compliance, or the reduction amount.

Where ECONOCOM determines that the services may be brought into conformity by means of amendments, improvements or adjustments, it shall decide on postponement. The decision shall set out the amendments, improvements or adjustments and the time-frame required for this. Costs incurred as a result of adjustments shall be borne by the Supplier. At the end of the time-frame, ECONOCOM shall carry out checks and provide a new decision. In the absence of agreement to the time-frame, ECONOCOM shall decide on rejection. If postponement leads to service implementation deadlines being exceeded, the Supplier shall incur late penalties. Where ECONOCOM determines that the services merit reservations which are not covered by receipt with reservations, and postponement is not possible, it shall decide on rejection. In this case, ECONOCOM may, at the Supplier's expense, (i) request that the Supplier perform the services again, or (ii) have the services performed by a third party, or (iii) declare the order to be cancelled.

ARTICLE 4: TECHNICAL AND QUALITY STANDARDS / REGULATIONS

Beyond the provisions contained in the contract, the purchase order and specifications to which the purchase order refers, official standards and regulations constitute technical and quality standards which apply to products ordered by ECONOCOM. More generally, the Supplier undertakes to observe the technical reference of the products ordered and all existing laws and regulations applicable to its activities, products and services.

Article 5: FINANCIAL CONDITIONS

Unless otherwise stipulated in the order, prices featured in the order are binding and definitive and include postage and packaging. Prices featured on the purchase order include delivery DDP Incoterms 2010 to the place of performance, transportation and packaging; apart from VAT, these prices are net of all other taxes, duties and charges (which the Supplier is liable to pay). The Supplier shall not invoice VAT if ECONOCOM sends it, prior to delivery, a written certificate according to which the order pertains to a purchase exempt from VAT or a bonded purchase. Prices featured on the purchase order are binding and definitive, and may only be amended by addendum signed by both Parties. Prices are payable in the currency specified on the order or purchase order.

ARTICLE 6: INVOICES

The Supplier shall provide a separate invoice for each purchase order and shall send a single copy to the invoicing address featured on the order. Paperless invoices are subject to the prior, written authorization of ECONOCOM.

Invoices cannot, under any circumstances, substitute delivery notes. It is imperative that each invoice indicates the order number, the name and number of products and/or services and the dates and references of the delivery note(s). In the absence of such indications on an invoice or in the event of erroneous indications, ECONOCOM shall return the invoice to the Supplier without honouring it, and the Supplier must issue a new invoice, for which payment will consequently be delayed.

If ECONOCOM only partially accepts a delivery, the initial invoice shall be paid after receipt of the necessary credit note. Products and/or services provided by application of an addendum to the purchase order shall be the subject of a new invoice.

ARTICLE 7: PAYMENTS

ECONOCOM shall settle invoices by bank transfer, SEPA direct debit, cheque or promissory note in accordance with the payment terms featured on the contract or order or, in the absence thereof, at its sole discretion. Payments shall be made 60 days from the date of invoice (45 days end of the month). Unless otherwise provided on the contract or purchase order, neither prepayments nor down payments shall be made for the order. Where the Supplier has not fully met its obligations, the Purchaser is authorized to retain, in whole or in part, payment of the corresponding price.

ARTICLE 8: TRANSFER OF OWNERSHIP AND RISK

8.1 Transfer of ownership Products that are the subject of the order shall become the property of ECONOCOM upon their physical arrival at the place of delivery agreed between the Parties. The Supplier may not object to the retention of title clause in relation to delivered products, unless ECONOCOM has provided written consent thereto prior to the delivery.

8.2 Transfer of risk The risk of loss or damage to the products shall be borne by the Supplier until their arrival at the place of delivery agreed between the Parties, and by ECONOCOM after their arrival. In the event of rejection of the products by ECONOCOM, ownership of the rejected products shall be transferred back to the Supplier on return of the products to the Supplier, or, at the latest, eight days after notification of the rejection. The risk of loss or damage to rejected products shall be transferred back to the Supplier at the same time as ownership of the said products. If, by derogation to the preceding paragraph, prepayments and down payments are made to the Supplier, ownership of the products shall be transferred in accordance with common law; the Supplier must therefore ensure at all times that products destined for ECONOCOM are clearly identified and individualized. The risk of loss and damage shall continue to be borne by the Supplier in this case.

ARTICLE 9: WARRANTY

The Supplier warrants, that the products do not have any malfunction/defects rendering them unsuitable for the use for which they are intended, and that they are compliant with the standards mentioned in Article 4 hereinabove. The Supplier shall abide by its warranty obligations towards ECONOCOM. Such obligations include, in the event of malfunction/defects or non-compliance of the products determined by ECONOCOM, ensuring prompt repair or replacement of the products at no charge to ECONOCOM.

ARTICLE 10: INTELLECTUAL PROPERTY

10.1 Pre-existing rights prior to the order Each Party remains the sole holder of its Pre-existing rights and is solely authorized to use the Pre-existing rights that it holds in any capacity whatsoever. In terms of the present General Terms and Conditions of Purchase, Pre-existing rights designate all intellectual work(s), whether or not such work(s) may be protected by intellectual property law, of any kind, on any medium and in any form whatsoever, which has/have been created by a Party or a third party outside the scope of the order. Subject to the following paragraph, the Parties undertake not to use the Pre-existing rights owned or held by the other Party, in any manner whatsoever, without the prior, written agreement of the latter. In the event that all or part of the results incorporate Pre-existing rights or constitute an amendment of the Pre-existing rights, the Supplier grants, or undertakes, where applicable, to obtain from the third party rights-holder, for the benefit of ECONOCOM, a non-exclusive and irrevocable licence for the Pre-existing rights, for the entire world and for the length of intellectual property rights protection, including the right to grant sub-licences and/or to assign the said licence. The said licence shall incorporate, in particular, representation, distribution and reproduction rights (in any form, in any manner and on any medium whatsoever, current or future) and rights to exploit, market, translate, alter, adapt, incorporate, combine and use the Pre-existing rights to the extent required to exploit the results by ECONOCOM. On request, and, specifically, after the work at the end of the contract, the Supplier undertakes to return without delay, all files, documents, tools or equipment provided to it by ECONOCOM.

10.2 Ownership of the results The Supplier assigns to ECONOCOM on an exclusive basis, and when required for implementation of the services ordered, full intellectual property rights to the said services and deliverables resulting therefrom (hereinafter referred to collectively as the "results"). Consequently, the Supplier assigns to ECONOCOM, for the entire duration of their legal protection, copyrights for the entire world and all intellectual property rights connected to the results, specifically, the rights to publish, reproduce, represent, issue, adapt, modify, correct, develop, incorporate, transcribe, translate, digitize, market, in any manner and in any form whatsoever.

The Supplier undertakes not to use the results for any ends other than performance of the services ordered.

The transfer price for the above-mentioned intellectual property rights is included in the price of the services, as defined in the order.

The Supplier undertakes to obtain, at its expense, from third parties, on behalf of and for the account of ECONOCOM, all necessary agreements to enable transfer of the results to ECONOCOM under the terms set out in the present article. In this respect, the Supplier undertakes, in particular, to obtain all transfers of rights from authors collaborating in creating the results or whose creations are incorporated therein, in whole or in part, or, at the very least, the authorizations and formalities for implementation of the order and peaceful exploitation of the results by ECONOCOM.

10.3 Warranty – Counterfeiting The Supplier warrants to ECONOCOM that it holds the property rights, including intellectual property rights, required to implement the order. It declares and warrants that it is not the subject of, nor liable to be the subject of, legal action relating to violation of intellectual property rights, when providing elements to ECONOCOM.

In this respect, the Supplier warrants to ECONOCOM, without limitation or reservation, that it shall indemnify ECONOCOM, at its own expense, and release the latter from any liability for any complaint, loss, damage or action based on any element supplied and/or developed within the scope of services ordered or their use, of any intellectual property right, by a third party, including, but not limited to: literary and artistic property rights, trade secrets, patents, copyrights and trademarks. The Supplier shall defend ECONOCOM, at its own expense, against any action or proceedings arising from the foregoing, without prejudice to any damages that ECONOCOM may claim.

If use of any element provided and/or developed within the scope of an order gives rise to an action for violation of rights on the part of a third party as referenced above, the Supplier must, at its own expense and at the discretion of ECONOCOM: (i) either obtain, on behalf of ECONOCOM, the right to continue to use the said element, (ii) or modify the said element or replace it by a permissible, functional equivalent. If (i) and (ii) are not practicable, ECONOCOM shall be entitled in law to put an end to the corresponding order, the Supplier then being obliged to refund to ECONOCOM all monies paid in the context of the said order, including those based on industrial or intellectual property rights applicable in France or abroad. Within the scope of the present warranty, the Supplier shall cover all related damages, costs, charges and professional fees incurred by ECONOCOM.

10.4 Duration The obligations defined in the present article shall remain effective after expiry or termination of the order, for any reason whatsoever.

ARTICLE 11: USE OR DISTRIBUTION OF THE PRODUCTS

The Supplier may not object to any use or distribution, by ECONOCOM or third parties, of products delivered in reliance on industrial or intellectual property rights, as long as the purchase order (or an annex thereto) does not specify any limitation in terms of use of the products, their incorporation into a system, resale or method of distribution, or as long as such use or distribution of the products is carried out within the scope of defined limitations.

ARTICLE 12: TERMINATION

In the event that the Supplier fails to perform any one of the obligations in the context of an order, ECONOCOM may, ten (10) days after a reminder sent by registered letter with proof of receipt has remained unheeded, terminate the said order as of right.

Furthermore, ECONOCOM may terminate an order as of right, without providing notice or compensation, by registered letter with proof of receipt, in the event of cessation of payments, insolvency, dissolution, cessation of operations, in whole or in part, by the Supplier, or in the event of reorganisation or liquidation proceedings are initiated by or against the Supplier.

In the event that the subject of the order is the performance of a contract between ECONOCOM and one of its clients, where this contract is terminated, in whole or in part, as a result of a unilateral decision of the said client, ECONOCOM may, as of right and without further formality, by means of written notification with immediate effect, terminate or reduce the order to the same extent and under the same terms, without the Supplier becoming entitled to claim any

damages in this regard. Performance or termination of the order does not put an end to those obligations which endure by their nature, specifically, the warranty, intellectual property rights and confidentiality.

ARTICLE 13: REVERSIBILITY

Upon the order ending or being terminated or rescinded, in whole or in part, for any reason whatsoever, the Supplier shall effect all operations and carry out all acts necessary or useful to enable ECONOCOM or a third party appointed by the latter to continue, after termination or end of the order to deliver the products or perform the services in optimum conditions, without interruption.

ARTICLE 14: CONFIDENTIALITY

The Supplier must not divulge to any third party information of any kind that it may receive from ECONOCOM within the scope of an order and shall abstain from using such information for any ends other than implementation of the order. Under no circumstances may orders from ECONOCOM form the basis of advertising, either directly or indirectly, in any form whatsoever, without the prior, written authorization of ECONOCOM. The provisions of the present Article shall remain in force throughout the duration of the order and for five (5) years beyond the end of the order, for whatever reason the order is terminated.

ARTICLE 15: TAX AND SOCIAL SECURITY CONTRIBUTIONS – INSURANCE

The Supplier certifies to ECONOCOM that its situation is legal in terms of tax administration and social security institutions. It certifies that the work shall be carried out by workers in the regular labour force. It shall indemnify ECONOCOM against any legal action in this regard.

The Supplier undertakes, in all circumstances, to obtain and maintain, from a reputable and solvent company, insurance policies providing insurance against the financial consequences of implementing its obligations, and, in particular, without this list being exhaustive, a civil liability insurance policy covering civil liability after delivery, without any related excesses being enforceable against ECONOCOM. The Supplier shall provide, on first request by ECONOCOM, insurance certificates covering the corresponding risks. Such certificates shall indicate the amount and scope of the warranties as well as the period of their validity, specifying that the relevant premiums payments have been made. The indication of amounts covered by the insurance policy does not, in any respect, constitute a release of the Supplier for liability beyond those amounts, nor any limitation of the latter's liability. Insurance premium payments shall be covered by the Supplier exclusively.

ARTICLE 16. FORCE MAJEURE

16.1. Where implementation of a contractual obligation is impeded, limited or delayed by a force majeure event, as defined in Belgium jurisprudence, the Party that owes the obligation, subject to the provisions set out in Article 16.2, shall be exonerated of all liability consequent to the impediment, limitation or delay concerned and the time schedules available for implementation shall be consequently extended.

16.2. The Party affected by a force majeure event must inform the other Party of the event, in writing, within five (5) working days following the occurrence of the constituent event and shall take all reasonable measures to minimize the consequences of such a situation, in particular, to avoid or limit any delay in delivering the goods and/or in performing the services. For the purposes of the present clause, force majeure shall be understood as any event outside the control of the affected Party, characterized both by being unforeseeable and insurmountable, which prevents the Party from fulfilling all or part of its obligations. The Parties agree that industrial action (strike) by their respective personnel shall not constitute a force majeure event.

17. Assignment and subcontracting

17.1 As the order is concluded on an *intuitu personae* basis, it cannot be assigned in whole or in part by the Supplier, without the express, prior agreement of the Purchaser.

17.2 The Supplier may not subcontract provision of the goods and/or services without the prior, written consent of ECONOCOM. Notwithstanding consent obtained, the Supplier remains solely liable for the entirety of the goods provided or services performed by itself and by all of its subcontractors.

ARTICLE 18: ETHICS AND SUSTAINABLE DEVELOPMENT

The Parties declare:

- that they shall adhere to the principles defended by the International Labour Organization and existing
- legislation under labour laws and the ten (10) principles of the UN Global Pact, that they shall participate in risk prevention centred on occupational safety and, more generally, shall operate
- in compliance with existing laws pertaining to health and safety at work, that they shall adhere to environmental protection principles and manage the environmental consequences of
- their activities,
- that they shall participate in the fight against corruption, that they shall ensure a quality control process to achieve reliable and decisive outcomes.

The Supplier, furthermore, declares that it is familiar with the Charter for Sustainable Development implemented by ECONOCOM and adheres to its principles.

ARTICLE 19: APPLICABLE LAW – DISPUTES

ECONOCOM ORDERS ARE GOVERNED BY BELGIUM LAW. ALL DISPUTES ARISING BETWEEN THE SUPPLIER AND ECONOCOM IN IMPLEMENTING AN ORDER WHICH CANNOT BE RESOLVED AMICABLY, SHALL BE SUBMITTED TO THE COURTS OF BRUSSELS, TO WHICH THE PARTIES ATTRIBUTE EXCLUSIVE JURISDICTION, EVEN IN THE EVENT OF THE INTRODUCTION OF THIRD PARTIES, MULTIPLE RESPONDENTS, INTERIM OR APPLICATION PROCEEDINGS.