

## Article 1 - Scope

1.1. These General Terms and Conditions of Sale ("GTC") define the conditions under which ECONOCOM performs the Services and/or supplies the Equipment, ordered by the Customer via ECONOCOM's online store, by e-mail, at ECONOCOM's head office, or at any other location.

1.2 By creating a customer profile, paying a deposit and/or the full invoice, and/or placing an Order in person, via the online store or via e-mail, the Customer acknowledges having read and accepted without reservation the GTC, which have been brought to the Customer's attention in advance. In order to be able to place orders on the online store, the Customer needs to appoint a SPOC on the online store (see Article 3 below).

The GTC can also be consulted at any time on ECONOCOM's website and downloaded on a durable medium, i.e. in PDF format.

1.3. Unless expressly accepted in writing by ECONOCOM, the GTC apply exclusively to all Agreements and Orders, excluding all general and special terms and conditions of the Customer.

1.4. ECONOCOM reserves the right to change its GTC at any time by notifying the Customer and without the Customer being able to claim any compensation whatsoever. The GTC in force at the time of the Order are those which will continue to govern this Order and the related Agreement. The new version of these GTC will apply to future Orders and Agreements.

1.5. The Equipment and Services offered by ECONOCOM are intended solely for enterprises within the meaning of article I.1, 1° of the Code of Economic Law. Sales to consumers acting for private purposes are excluded, except in exceptional cases expressly authorized by ECONOCOM. ECONOCOM reserves the right to request additional information in order to determine the purpose of a sale and to refuse a sale if there is any doubt as to the Customer's suitability.

1.6. If an Agreement is concluded in writing, it is formed on the date of digital dispatch, by ECONOCOM's signature of the Agreement, or on the date of dispatch of ECONOCOM's written order confirmation.

Please note that software support, maintenance and other potential extended offered warranty are excluded from the scope of these GTC. Those are provided by the manufacturers of the hardware systems or service suppliers on which they are installed and supplied as standard. Please refer to the general terms and conditions of such manufacturers or service suppliers as mentioned on ECONOCOM's online store.

## Article 2 - Definitions

*Agreement*: contract concluded between ECONOCOM and Customer pursuant to the Order of Services and/or Equipment and/or following the issue of an Offer, which are all subject to these GTC.

*Customer*: ECONOCOM's contractor, the recipient of the Services and/or Equipment. The Customer is always a legal entity. Customers cannot order through the online store nor conclude Agreements with ECONOCOM.

*Delivery*: physical delivery of the Equipment to Customer, or performance of the Service.

*ECONOCOM*: company of the ECONOCOM Group to which Customer orders Services/Equipment. If not mentioned in the order: ECONOCOM PRODUCTS & SOLUTIONS BELUX NV, with registered office at Place du Champ de Mars 5, 1050 Brussels, BE 0426 851 567. TEL: (+32 2 712 98 38) - E-MAIL: (e-business.be@econocom.com)

*Equipment(s)*: equipment, licenses and/or packages as well as equipment ancillary to the Services provided to Customer under the Agreement.

*GTC*: the present General Terms and Conditions of Sale.

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

*Order*: the order placed by a Customer. To be binding upon ECONOCOM, as an Agreement, such Order needs to be validated by email by ECONOCOM after order placement by the Customer (even in an online context). ECONOCOM reserves the right to impose maximum limits on specific orders.

*Online store*: any webstore managed by ECONOCOM

*Party(ies)*: Customer and/or ECONOCOM.

*Services*: services provided by ECONOCOM under the Agreement.

*SPOC*: the authorized representative and account manager of the Customer on ECONOCOM's Online store

## Article 3 - Registration

3.1 The Customer must complete the registration process to access the Online store. During registration, the Customer is required to establish login credentials and create a Single Point of Contact (SPOC) user account. The login credentials consist of the Customer's email address and a password of their choice. All information requested on the electronic registration form, including company details, address, contact information, payment details, and the Customer's appointed representative, must be accurately and fully provided. During registration, the Customer must not impersonate any other individual or entity, nor use any name or company name without proper authorization.

The Customer needs to appoint a Single Point of Contact (SPOC) as its representative and account manager, capable of validly binding the Client. The

SPOC may grant access to other colleagues by creating various sub-profiles within the Customer's account on the Online store.

3.2 If registration or profile data changes during the term of an Agreement, the Customer is obliged to rectify this immediately. If incorrect information leads to costs (e.g., incorrect accounting entries due to incorrect account information), the Customer shall reimburse these costs.

3.3 The registration, the user account, SPOC account and its associated identifiers are not transferable. ECONOCOM assumes no responsibility for the accuracy of registration and profile data. ECONOCOM reserves the right to verify the identity of the Customer and the details provided upon registration. The Customer hereby authorizes ECONOCOM to preventively use all registration information to verify the accuracy of the Customer's details (including any updates).

#### Article 4 - Use of account

The Customer will keep its username and password safe and confidential and ensure that it is not disclosed to any third person. The Customer and its SPOC will be solely responsible and liable for any use (authorised or not) of its account, username and password, and will notify ECONOCOM immediately on becoming aware of any unauthorised use. ECONOCOM may trust that all communication that it receives from the Customer's account is made on behalf of the Customer. The Customer shall inform ECONOCOM as soon as possible if it suspects unauthorized persons have gained access to the Customer's account. The Customer is fully responsible for all damages and costs resulting from the use of their account, except if access to the Customer's account was obtained through the intentional fault of ECONOCOM.

#### Article 5 - Temporary account block

5.1 Based on evidence that the Customer has violated these GTC and/or applicable law, ECONOCOM, at its sole discretion, may temporarily or permanently block the Customer's access to the Online store, either in whole or in part.

5.2 In the event of a temporary or permanent block, access authorization will be blocked. In the case of a temporary block, the access authorization will be reactivated once the blocking period has expired or once the reason for blocking has disappeared. A permanently blocked access authorization cannot be restored. The Customer will be informed by e-mail of the blocking or reactivation of its access authorization.

#### Article 6 - Purchase of Equipment via the Online store

6.1 With the activation of the user account by ECONOCOM, the Customer acquires the right to

purchase Equipment and Services offered by ECONOCOM via the Online store.

#### Article 7 - Orders

7.1. By default and unless otherwise stated, an Offer is valid for 15 days. No rights can be derived from Offers. Offer constitutes an indivisible whole, and the price of the elements it contains cannot be taken into account for a partial order, unless the Offer explicitly specifies options. Only the mentions and information included in an Agreement (i.e. an accepted Order) are binding upon ECONOCOM. Information in brochures, price lists and Online store are non-binding and may be changed by ECONOCOM without prior notice. ECONOCOM reserves the right to make changes to the construction of the Online store or its content in the course of technical improvements. Obvious printing, calculation and/or typing errors are not binding on ECONOCOM and cannot be invoked by the Customer.

7.2. Customer wishing to purchase Equipment through the Online store must register before its Order can be accepted.

7.3. An order shall not be processed until full payment has been made or all the information needed to verify the Customer's creditworthiness has been received. If, based on this check, ECONOCOM has good grounds for not entering into the agreement, ECONOCOM is entitled to refuse an order or request. The Order only results in a binding Agreement if and as soon as a confirmation has been sent by email by ECONOCOM.

7.4. ECONOCOM reserves the right to request additional information from the Customer, to suspend, cancel or refuse the Order submitted by the Customer, particularly in the event that the data communicated by the Customer proves to be manifestly erroneous or incomplete, when there is a dispute relating to the payment of a previous Order or a deposit, or on the basis of any other legitimate cause.

7.5. The Customer must provide a valid e-mail address, billing details and, if applicable, a valid delivery address. Any exchange with ECONOCOM may take place via this e-mail address unless otherwise agreed. ECONOCOM reserves the right to block the Customer's Order in the event of non-payment, incorrect address or any other problem with the Customer's account until the problem has been resolved.

7.6. Any cancellation or reduction of an order by Customer constitutes a breach of its contractual obligations.

7.7. Any partial or total cancellation of an Order shall be expressly authorized by ECONOCOM and may give rise, at ECONOCOM's sole option, to the payment by Customer of a compensation equal to 25% of the price of the Order (including VAT), without any obligation to demonstrate the prejudice suffered and without prejudice to ECONOCOM's right to

demonstrate greater damage. To this compensation must be added the cost of Services already performed and Equipment already delivered and not yet invoiced at the time of cancellation.

7.8. For any Customer-specific Order that cannot be cancelled, the full amount of the Order will be claimed from the Customer.

7.9. The photos and images with any descriptions that ECONOCOM uses or makes available correspond broadly to the Products and Services offered. ECONOCOM cannot be held liable if an image or characteristic differs (somewhat) from the actual Equipment or Service.

## Article 8 – Price

8.1. Unless otherwise stated, prices are in euros ("EUR") and are exclusive of tax, installation costs and delivery charges.

8.2. ECONOCOM may adjust prices at any time (without prejudice to Orders already placed). Promotions on items are only valid under the conditions indicated and for as long as they are displayed in the Online store. ECONOCOM's quotations and Offers are based on the prices of hardware, materials, remunerations, commissions, wages, quantities ordered etc... in force on the day the Offer/quote is made.

8.3. Invoices are issued and sent to the Customer as and when the Delivery is completed.

8.4. Where ECONOCOM's Offer includes a price list for hardware, software or maintenance, these prices are not guaranteed for the duration of the Agreement, unless explicitly stated as being guaranteed. They may be subject to upward variation by ECONOCOM's suppliers, which may be passed on by ECONOCOM to the Customer in the invoice after notification to the Customer. Each renewal is considered a new Order.

8.5. In case of absence of price adjustment for the provision of Services or Equipment, the price, costs and rates shall at least be indexed in January of each year following the formula below on the basis of the following formula:

$$P = P0 * (0,2 + 0,8 * S/S0)$$

P = revised fee

P0 = original fee on the date of the Agreement

S= the reference wage cost in the digital sector, as published by Agoria, for the month of January prior to the anniversary of the entry into force of the Agreement

S0 = the same reference wage cost, for the month of January prior to the entry into force of the Agreement.

## Article 9 – Payment terms

9.1. Payment must be made within the payment period specified by ECONOCOM and in the currency invoiced. ECONOCOM is entitled to invoice per delivery/Order and to change the payment period unilaterally at any time, including setting up payment

in advance. Unless otherwise stipulated, invoices shall be paid within thirty (30) days from date of invoice.

9.2. In the event of non-payment on their due date, any amount will bear interest as from such due date and until payment has been made in full, at a rate equal to ten (10) percent per year or the rate specified by the law of August 2, 2002, concerning combating late payment in commercial transactions, whichever is higher. Additionally, the unpaid amount shall be subject to a fixed compensation fee of ten (10) percent of the outstanding amount..

9.4. ECONOCOM reserves the right to demand payment of a deposit, prior to Delivery, and to suspend performance of its obligations as long as said deposit remains unpaid.

9.5. ECONOCOM reserves the right to suspend performance of any Order and/or Delivery, whatever their nature and level of execution, in the event of non-payment on the due date of any sum owed by the Customer, without judicial intervention or prior formal notice, until full payment has been made, and without prejudice to its right to invoke termination of the Agreement on the basis of article 15 of the GTC.

## Article 10 - Delivery - Title - Claim

10.1. The Equipment specified in the Agreement must be made available to Customer at the location stated on the Agreement. Unless stated otherwise, the installation of Equipment shall be the responsibility of Customer.

10.2. Delivery costs shall be borne by Customer.

10.3. The timing for Delivery is only ever stated by way of an indication and exceeding the Delivery timing shall not give grounds to cancel the Agreement, unless the delay is due solely to negligence on the part of ECONOCOM. Under no circumstances can a delay entitle the Customer to cancel the Agreement, to refuse Delivery, or to claim damages or any penalty whatsoever, or to offset any other invoice due to ECONOCOM.

10.4. The Delivery period will be extended by the duration of the delay incurred by ECONOCOM as a result of the Customer's failure to comply with any obligation arising from these GTC and/or an Agreement, or to make any contribution required of it in the performance of the Agreement.

10.5. The Delivery period is determined on the basis of the working conditions prevailing at the time the Agreement is concluded and contingent upon the timely delivery by ECONOCOM's suppliers of the Equipment ordered by the Customer. In the event of a delay for which ECONOCOM is not responsible due to a change in the above-mentioned working conditions or the late delivery of Equipment by ECONOCOM's suppliers, the Delivery period will be extended to the extent necessary.

10.6. Unless otherwise specified, title in the Equipment shall pass on to and vest in Customer upon full payment. Risk of loss or damage to the

Equipment shall pass upon Delivery thereof.

10.7. In the event of cessation of the Customer's activities, late payment, bankruptcy or any other procedure having an equivalent effect, ECONOCOM reserves the right to recover, without prior notice by simple notification, the Equipment sold and not yet paid for from the Customer, or in the hands of whomever they may be found. In the latter case, ECONOCOM cannot be held responsible for any prejudice linked to the withdrawal of Equipment owned by ECONOCOM. Any deposits paid will be retained by ECONOCOM as damages.

## **Article 11 – Warranty - Return of Equipment**

11.1. As ECONOCOM acts as intermediary, the warranty relating to Equipment shall be limited to the warranty given by the manufacturer, without any additional guarantee from ECONOCOM, unless imperative applicable law provides otherwise.

11.2. ECONOCOM does not guarantee the Customer the absence of any malfunction of software belonging to a third party and made available to the Customer by ECONOCOM, or sold to the Customer by ECONOCOM, nor does it commit to any performance objectives for the software in terms of response time and quality of the software, unless agreed otherwise in writing. All software is subject to the conditions of use set out in the applicable license agreement, the terms of which are established by the third party. It is the Customer's responsibility to ensure that the applicable license is valid and appropriate for his use of the software concerned. ECONOCOM gives no warranty and accepts no liability in this respect, unless imperative applicable law provides otherwise.

11.3. The warranty shall not apply to defects or damage resulting from (i) interconnection to a software product or third-party products or provided by Customer; (ii) a malfunction (breakdown, error, incompatibility), (iii) a modification not approved by ECONOCOM, a misuse of the Equipment, improper/inadequate maintenance by Customer, (iv) non-compliance with environmental specifications or power supply, (v) any other exclusion in the supplier/manufacturer's terms. No Equipment may be returned to ECONOCOM without its written consent, the costs of transportation/restocking being borne by Customer.

## **Article 12 – Intellectual Property - Software license**

12.1. The Customer expressly acknowledges that all intellectual property rights to information, communications or other expressions displayed relating to the Equipment, Services and/or the Inline store are vested in ECONOCOM, its suppliers or other rightful claimants. ECONOCOM reserves the right to use the lessons and skills developed during the execution of the Agreement. If the Customer becomes the licensee of a software package, the Customer only obtains a non-transferable and non-

exclusive right to use the software for its own needs, according to the license terms of the editor available on the editor's website or provided by ECONOCOM upon request. By accepting the Offer, Customer acknowledges having read and accepted all the terms of license of the editor. Without prejudice to any copyright that may protect the software and/or its documentation, Customer undertakes itself, or through third parties, to not (i) reproduce all or part of the software, beyond a single backup copy for operational safety and/or documentation, by any means and in any form, (ii) translate or transcribe the software and/or the documentation into any other language or adapt them.

## **Article 13 – Obligation of the Parties**

ECONOCOM shall perform the Agreement with the best care. Customer undertakes to cooperate fully and in good faith to achieve the aim of the Agreement. Customer will use reasonable endeavours to comply with any instruction and/or request from ECONOCOM to allow ECONOCOM to meet any of its obligations under this Agreement. Customer shall provide all information that is available to Customer and that ECONOCOM may request to comply with its obligations pursuant to this Agreement. In addition Customer undertakes (i) to provide ECONOCOM the means necessary for the execution of this Agreement, (ii) enforce the contracts it has signed with third parties, in relation to the scope of the Services so that ECONOCOM may provide the Services, (iii) study, integrate, and if necessary, pass on the recommendations made to it by ECONOCOM to its third-party suppliers, so that ECONOCOM may perform the Services (iv) grant the necessary access to the personnel of ECONOCOM who have to perform the Services on any of the sites of Customer during the contractually agreed working hours, (v) take the necessary action to inform its personnel concerning the effect of this Agreement and about the procedures to be followed.

## **Article 14 – Liability – Insurance**

14.1. ECONOCOM shall use commercially reasonable efforts to maintain the continuity of the Services, but will not be liable for any suspension, interruption, temporary unavailability or fault occurring in the Services for whatever reason.

14.2. The liability of ECONOCOM can only be invoked in case of serious or intentional fault. ECONOCOM shall under no circumstances be held liable for any indirect damage or consequential damage, and damage such as loss of business opportunities, loss of savings, loss of goodwill, loss of image, loss of profits, loss of turnover, data, loss of opportunity, loss of savings or damage to goodwill (whether direct or indirect). suffered by Customer.

14.3. In any event, the total liability of ECONOCOM in respect of all claims arising in connection with the Agreement will be limited to the annual amount excl.

VAT of the Agreement and shall not exceed five hundred thousand (500.000) euros. Any indemnities or penalties paid by ECONOCOM to the Customer under the terms of the GTC shall be deductible from the liability cap provided for in this clause.

14.4. Nothing in these GTC or an Agreement excludes the liability of ECONOCOM for (a) death or personal injury caused by ECONOCOM's negligence; or (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded under the applicable law.

14.5. ECONOCOM declares that it holds sufficient liability insurance coverage and undertakes to provide an insurance certificate at Customer's written request.

14.6. With regard to the use and application of licenses, the Customer is solely responsible for compliance with the license terms, and in particular with the number of users. ECONOCOM does not bear any responsibility in this respect.

14.7. ECONOCOM shall not be liable for any breach of its obligations, nor liable to pay any penalty for failure to meet service levels, insofar as this results from (i) any breach, wrongful act, wrongful omission or failure by the Customer, its officers, representatives, employees, suppliers, subcontractors or contractors to comply with its obligations or roles and (ii) the correction or modification of the Services or the Equipment by any person other than ECONOCOM; (iii) any malfunction or failure of hardware, software or services provided by the Customer or a third party not under ECONOCOM's control; (iv) use of the Services or the Equipment by the Customer in a manner that does not comply with the instructions or specifications expressly indicated by ECONOCOM or with the normal use that may reasonably be expected of them, or use of the Services or the Equipment in combination with hardware or software not recommended, supplied or approved by ECONOCOM; (v) any disruptive element not attributable to ECONOCOM (such as, but not limited to, attacks, viruses, processing errors, manipulations of any kind on the infrastructures made available, ...) and originating : (i) either from the Customer's internal network which is not under ECONOCOM's responsibility and which has an impact on the Services and the Equipment, (ii) or from a network which is not under ECONOCOM's responsibility (typically the Internet), and (vi) from the occurrence of an event of Force Majeure.

## Article 15 – Termination

15.1. Unless provided for otherwise in the Offer, the Agreement for Services can only be terminated for one of the following reasons:

- In the case of material breach by either Party of any of its contractual obligations, the other Party may give notice to said Party by registered letter with confirmation of receipt, to remedy this breach within a period of thirty (30) days. After this period, if the

material breach has not been remedied, the other Party may terminate the Agreement by registered letter with confirmation of receipt. Termination occurs by operation of law and without prejudice to damages that the Party declaring the termination may claim from the other Party. In the case of a material breach that is incapable of being remedied, the termination will take immediate effect. In such case, the Party declaring the termination will send the same by registered letter with confirmation of receipt, indicating the reasons for immediate termination as well as the reasons why such Party is of the opinion that the material breach is incapable of being remedied. In the absence of any reaction by the Party receiving such registered letter within 30 days from the date of receipt thereof, such Party will be deemed to have accepted the immediate termination.

- If Customer becomes or is declared insolvent or is the subject of any proceedings relating to its dissolution or insolvency, ECONOCOM may terminate the Agreement forthwith without prior recourse to any judicial authority, by giving notice to Customer by registered letter with confirmation of receipt.

15.2. In case of termination of the Agreement for any reason, Customer shall pay ECONOCOM for the delivered Equipment and the Services performed up to and including the date of termination within the contractual payment term. Upon expiration of the Agreement, each Party shall return the equipment, software, documents belonging to the other Party, within a period of one (1) month following the end of the Agreement.

## Article 16 - Processing of personal data

The Parties shall, at all times, process the personal data which they receive following the performance of the Agreement or the execution of an Agreement, in a manner that ensures confidentiality and the integrity of the personal data. . Each Party guarantees the other Party its compliance with the applicable legal and regulatory obligations regarding the protection of personal data, such as the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, without prejudice to the obligations that they may have towards each other and their liability towards the data subject, in particular the guarantee that the personal data transmitted by either Party are lawfully processed. The employees of the Parties and third parties (such as data processors) which have access to the personal data are bound by a confidentiality agreement. The employees of the Parties and the third parties shall only have access to the personal data on a need-to-know basis for the performance of their tasks.

Where the performance of the Agreement involves the processing of Customer's personal data by ECONOCOM, acting as a data processor, the Parties shall execute a data processing agreement

according to article 28.3 GDPR. For further information, please refer to ECONOCOM 's General Data Protection Policy, available here: <https://www.econocom.be/nl/data-privacy-charter>.

### **Article 17 – Claim**

17.1. Any claim must be submitted by registered letter within eight (8) calendar days from receipt of the invoice. After this time, the invoice shall be deemed to have been accepted without any reservation. Under no circumstances can a claim be justification for any delay in or suspension of payment. All complaints must be substantiated and accompanied by supporting documents.

17.2. Any complaint relating to hidden defects on the Equipment or relating to the Services provided by ECONOCOM, must be brought to the attention of ECONOCOM by registered letter within, within 48 hours of their discovery (defect or shortcoming), it being understood that the complaint must be substantiated and accompanied by supporting documents. Should the Customer fail to comply with the aforementioned formalities, ECONOCOM cannot be held responsible. In any event, ECONOCOM will only be liable for hidden defects in its Equipment and Services if it is proven that it was aware of them at the time of sale, that they render the Equipment or Service unusable or significantly reduce its usefulness and that such defects are not linked to normal wear and tear or abnormal use by the Customer, the three aforementioned conditions being cumulative.

17.3. In the event of a dispute between the Parties, whatever the source of the dispute and notwithstanding its existence, there can be no set-off between any damages claimed by the Customer and undisputed invoices.

17.4. If the complaint is found to be justified, ECONOCOM's liability will be limited, at ECONOCOM's discretion, to the repair or replacement of the Equipment delivered or the Service provided.

### **Article 18 – Independent contractor – Management of the employees**

For the purposes of the Agreement, the Parties shall act as independent contractors and shall have no right, power, or authority whatsoever to create any obligation, express or implied, on behalf of the other Party and shall have no authority to represent the other Party as an agent except as may be specifically authorized on each occasion. The Services do not constitute a partnership or joint venture between the Parties. ECONOCOM provides the administrative, accounting, tax and social management as well as the supervision and guidance of its employees performing the Services. ECONOCOM's employees assigned to the performance of the Services shall remain under the authority of ECONOCOM.

### **Article 19 – Non solicitation of personnel**

Customer shall not, whether directly or indirectly, make any work proposal to any person employed or contractually engaged by ECONOCOM, assigned to the performance of the Services, or to take it to its service, under any status whatsoever, unless written consent has been obtained from ECONOCOM. This obligation is valid even if the solicitation is initiated by such person. This obligation is valid during the term of the Agreement, plus a period of twelve (12) months after its termination, whatever its cause. If Customer fails to comply with this obligation, it shall immediately compensate ECONOCOM by paying it a compensation equal to twelve (12) months' gross salary (or other remuneration) of the person concerned, based on its last month's gross salary (or remuneration).

### **Article 20 – Communication**

For communication and advertising purposes, Customer authorises ECONOCOM to communicate its shared experience arising from the Agreement on any medium, and use related data (photos taken during installation/intervention, etc.), excluding confidential information.

### **Article 21 – Force Majeure - hardship**

21.1. ECONOCOM shall not be liable for any loss or damage resulting from any delay in performance or failure to give notice of delay, of any or our obligations under the Agreement, under any circumstances, and no compensation can be claimed from it, when such is due to force majeure, as defined in Article 5.226 of the Civil Code, including without limitation any act of nature, pandemic, epidemic, unavailability of any supplies or sources of energy, riot, war, terrorist act, sabotage, fire, strike, blockage of telecommunications and energy supply, labour difficulty, delay in transportation, delay in delivery or default by ECONOCOM's suppliers, attacks, intrusions, viruses, and computer hacking, equipment destruction, legislative or regulatory requisitions restricting the freedom of action of ECONOCOM deletion or prohibition, temporary or permanent, for any reason, of access to the internet or telecommunication means, beyond the control of the Parties, or any act or omission of the Customer. In the event of delay due to any such cause, time for performance shall be extended for a period of time equal to the duration of such delay and the Customer shall not be entitled to refuse Delivery or otherwise be relieved of any obligations as a result of the delay. If, as a result of any such cause, any scheduled performance is delayed for a period in excess of three (3) months, either Party shall have the right to terminate the Agreement by sending a registered letter with confirmation of receipt to the other Party, unless the Parties agree to modify the Agreement to adapt it to the circumstances of the case.

21.2. If an event that (i) could not reasonably have been predicted, (ii) occurs after the conclusion of the Agreement, (iii) is not attributable to negligence by either Party, and (iv) substantially alters the contractual balance established by the Parties, the Parties will negotiate in good faith and within a reasonable timeframe to achieve a fair sharing of the costs incurred by this event. In the absence of an agreement within a reasonable period, each Party may terminate the contractual relationship between them without any compensation or indemnity of any kind.

## **Article 22 – Subcontracting**

ECONOCOM reserves the right to subcontract all or part of the Agreement to a third party of its choice.

## **Article 23 – Ethic and Sustainable development**

Each Party declares (i) to respect the principles of the International Labor Organization and the current Labor law; (ii) to participate to the risk prevention about labor safety and to be compliant with regulations about health and safety (in particular under the Law of 4 August 1996 on well-being of workers in the performance of their work); (iii) to adhere to the principles of protection of the environment and control the consequences of its activity upon environment, (iv) to ensure a quality process to reach reliable and determined results. The term “Bribery” refers to (i) any offer, gift, demand, receipt, facilitation, authorization, of any act of bribery, or inducement contrary to law or regulation, conferring personal gain or advantage on a person - whether a private person or a public official (or any person or organization associated with that person) - and which is intended to influence unlawfully the decision or action of that person, as well as (ii) any conduct that would be considered a bribery act under applicable laws and regulations. ECONOCOM declares that: (i) neither ECONOCOM nor, to its knowledge, any of its officers, employees, subsidiaries, agents, subcontractors or any third party acting on its behalf has committed or will commit an act of Bribery for the benefit of an officer, employee, representative of Customer or any third party acting on Customer's behalf; (ii) ECONOCOM has put in place and will maintain rules aimed at preventing and detecting Bribery within its organization, whether it be its officers, employees, subsidiaries, representatives, subcontractors or any other third party acting on its behalf.

## **Article 24 - General**

24.1. No variation or amendment to these GTC or an Agreement will be effective or binding unless it is recorded in writing and signed by the Customer and ECONOCOM (or their authorized representative).

24.2. No failure or delay by a Party to exercise any right or remedy provided under these GTC, under an Agreement or by law shall constitute a waiver of that

or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

24.3. If any provision or part-provision of these GTC and/or an Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the other provisions. If any provision is deemed deleted as per this clause, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

24.4. The Agreement (including these GTC) constitutes the entire agreement between ECONOCOM and the Customer with respect to the Services and/or the Equipment and supersede all previous representations, agreements and other communications between the Parties, both oral and written, as to that subject matter.

24.5. All notices given under an Agreement must be in writing and may be delivered personally, by first class pre-paid letter or by email and will be deemed to have been served; if by hand, when delivered; if by first class post, 48 hours after posting; and if by email, on the day it was sent or if sent after 17:00 (sender's local time), the next working day after sending. The Parties' respective representatives for the receipt of notices are as set out in the electronic registration form.

## **Article 26 - Disputes - Jurisdiction**

These GTC, any Agreement and any dispute arising out of or in connection with them shall be governed by and construed in accordance with the laws of Belgium. Each Party irrevocably agrees that the Dutch-speaking courts of Brussels shall have exclusive jurisdiction to settle any dispute or claim. This is without prejudice to ECONOCOM's right to commence proceedings anywhere in the world relating to the protection of its intellectual property rights or those of its licensors.