



**GENERAL PURCHASE CONDITIONS**  
**Telenet Group NV, Telenet BV & Telenet Retail BV**

**1. Definitions**

**1.1 “Contract”:** the contract between the Purchaser and the Supplier, which shall consist of the Purchase Order and these General Conditions.

**1.2 “Deliverables”:** the goods and/or services purchased by the Purchaser through a Purchase Order.

**1.3 “Purchase Order”:** the order described in Purchaser's order form for the supply of the Deliverables and which is subject to these General Conditions.

**1.4 “Purchaser”:** can be one of the following legal entities:

- TELENET GROUP NV, (“Telenet Group”) registered under company number 462.925.669 and having its registered office at Lierssesteenweg 4, 2800 Mechelen, Belgium;
- TELENET BV (“Telenet”), registered under company number 0473.416.418, and having its registered office at Lierssesteenweg 4, 2800 Mechelen, Belgium;
- TELENET RETAIL BV (“Telenet Retail”), registered under company number 0813.219.195 and having its registered office at Lierssesteenweg 4, 2800 Mechelen, Belgium.

**1.5 “Supplier”:** the individual or legal entity from which the Deliverables are ordered, as described in the Purchase Order.

**2. Scope**

The General Conditions apply to all purchases of Deliverables made by the Purchaser unless specified otherwise in writing. They shall supersede, without exception, any and all of the Supplier's conditions of quotation, acceptance, sale, purchase and/or supply delivery notes, bills of lading, even if they stipulate the opposite. Acceptance of the Purchase Order by the Supplier automatically entails acceptance of these General Conditions, including for follow-up orders, and waiver of the Supplier's own terms and conditions.

**3. Purchase Orders**

Each Purchase Order shall be deemed to incorporate the provisions of these General Conditions. In the event of a conflict between the terms of the Purchase Order and these General Conditions, the General Conditions will take precedence unless the terms of the Purchase Order expressly override the terms in the General Conditions.

**4. Acceptance of a Purchase Order**

The Supplier shall be deemed to have accepted a Purchase Order when he starts to perform the Purchase Order or a component thereof or has not made an objection in writing to such Purchase Order within 3 business days after the issuance of the Purchase Order.

**5. Packaging**

The Deliverables shall be packaged and handled in compliance with all the relevant national and international legislation and regulations, and shall also conform to the specifications made in the Purchase Order. Any damage caused to the Deliverables due to lack of suitable protection shall be borne by the Supplier.

**6. Documentation and Marking**

The Deliverables shall be accompanied by associated documentation and a dispatch note. The associated documentation shall include all relevant information on the Deliverables (such as warranty statement) and all operating and other instructions/information as required under any applicable

law. The dispatch note shall contain the Supplier's full name and address, the Purchase Order number, the description of the Deliverables, the Purchaser's product code, the quantity delivered per box and per pallet, as well as all markings required by Belgian and European regulations. The Supplier shall bear any charges and expenses due to the lack of information upon the arrival of the consignments.

**7. Models, Tools, etc.**

**7.1** All models, drawings, machines, stamps, moulds, tools and/or other resources which belong to Purchaser or to one of its affiliates, are considered to be lent to Supplier..

**7.2** Supplier can use the borrowed objects exclusively for the benefit of and according to the orders of the Purchaser.

**8. Delivery**

Delivery of products or performance of services shall be made at the time specified in the Purchase Order or within the period agreed by the parties in writing. Such date or term is binding and the Supplier shall be automatically in default by the non-respect of this date or term. In such event, and without prejudice to any other rights or remedies available under the applicable law to obtain full compensation for the incurred costs and damages, Purchaser is entitled to: (i) reject the parts of the Deliverables that have been delivered late, (ii) after a grace period of one week, notify the release from all further obligations under the relevant Purchase Order and (iii) damages equal to 10% of the value of the late Deliverables.

Unless expressly agreed otherwise, delivery of products will take place DDP (Delivery Duty Paid - Incoterms® 2010) at the place of the Purchaser's registered office, during normal office hours and in compliance with Purchaser's instructions.

**9. Defects - Acceptance**

**9.1 Defects.** The Supplier guarantees that the supplied Deliverables are free from all visible and hidden defects, that they are in conformity with the stipulations of the Contract, with the highest state of the technology, with all statutory and administrative provisions, and with the highest requirements of usefulness, reliability and life span.

**9.2 Acceptance.** The acceptance of the Deliverables shall only take place after full inspection by the Purchaser. The simple taking of delivery by the reception service cannot be regarded as acceptance. In case of rejection of the complete or partial delivery, the Supplier needs to replace the Deliverables as soon as possible at the same prices and conditions as determined in the original Purchase Order.

**9.3 Non-conformity.** The Purchaser may refuse any delivery that does not conform to the provisions of the Contract. The Supplier shall be obliged to take back at his own risk and expense, the Deliverables refused or those that exceed the quantities ordered.

The Purchaser shall be entitled to terminate the Contract according to Article 10.1 below, or ask that the Deliverables be replaced as soon as possible at the Suppliers' sole cost and risk, without prejudice to the Purchaser's right to claim full compensation.

**10. Termination**

**10.1 Termination for reason.** If the Supplier commits a breach of an obligation contained in the Contract, becomes insolvent, makes any composition or arrangement with its creditors, has a receiver appointed over any part of its undertaking or is compulsorily or voluntarily wound up, or involved in any insolvency procedure, the



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Purchaser shall be entitled to suspend performance of or to terminate the Contract without prior notice and with immediate effect.

If the Contract is terminated for cause as mentioned above, the Purchaser shall not be obliged to provide compensation in any form.

**10.2 Termination for convenience.** The Purchaser may also terminate the Contract for convenience at any time by registered letter with respect of one (1) week notice. The Supplier shall only be entitled to claim compensation as a result of termination under this paragraph, if the Supplier informs Purchaser by registered letter within 3 business days from delivery of the notice of termination that production had already commenced before receipt of the notice. The Purchaser shall then be entitled to choose between taking delivery of what has been produced already and compensating the Supplier for the costs already incurred. In the case of supply of services, no other compensation shall be due than the payment of the work already performed, excluding any other damages such as loss of profit or of turn over. Prepaid services not yet performed shall then be repaid by the Supplier to the Purchaser.

**10.3 Restitution.** In the event of termination or expiry of the Contract, the Supplier shall immediately return to the Purchaser all documents and all articles that might have been made available to the Supplier in the framework of the Contract or destroy the same at Purchaser's request.

#### **11. Safety**

The delivery operations and the provision of services, performed on the premises of the Purchaser, shall be carried out under the Supplier's sole responsibility with respect to the health and safety of its personnel and the personnel of its subcontractors. Supplier shall comply, and shall cause its subcontractors to comply, with all applicable laws, rules and regulations relating to health and safety, and with all the regulations, directives and instructions of Purchaser with respect to safety, security, entrances, parking areas, sanitation, and other provisions for maintenance of good order applicable at Purchaser's premises.

#### **12. Invoices**

**12.1 Address.** Invoices shall be issued to the company for account of which the order was placed and shall be sent in PDF format to the legal entity that is indicated in the Purchase Order. One invoice and attachments in one Pdf document together and only one receiver per email.

**12.2 Invoice.** Each Purchase Order shall require a separate invoice which must show the Purchase Order number. Any invoice not conforming to this requirement will not be recorded and payment to the Supplier will be delayed.

**12.3** In addition to the legal requirements and the Purchase Order number, each invoice must also indicate (i) the applicable location of delivery, and (ii) any discounts if applicable;

**12.4** The Deliverables shall be invoiced after acceptance as provided in Article 9.2 of the present terms. The Supplier is obliged to ensure that the Purchaser receives the invoice at the latest 12 months after the date of acceptance of the Products. The Supplier accepts that the Purchaser will be definitively and irrevocably released from any payment obligation in relation to the accepted Product if the Purchaser has not received an invoice within said 12-month period. The Supplier will no longer be able to invoice the accepted Product after this period. If for any reason there is a retention of title with respect to the Product not invoiced on time, the Supplier accepts that the retention of title expires definitively and irrevocably at the end of the 12-month period, and that the

Purchaser becomes the owner of the Product. The Supplier accepts that the release from the payment obligation referred to in this Article 12.4 will under no circumstance constitute grounds for a rescission or annulment of the delivery.

#### **13. Prices**

**13.1 Total prices.** Prices stated in the Purchase Order are (i) fixed, (ii) exclusive of VAT (if any), but including all other costs, such as taxes, duties, levies, charges, travel costs, expenses, incidentals etc. and (iii) inclusive of the costs of packaging.

**13.2 Final prices.** Prices set out in the Contract are final and shall not be modified.

#### **14. Payment**

**14.1 Period.** The invoices are payable within 90 (ninety) days after date of receipt of a correct invoice. Payment does not in any way imply either acceptance or agreement by the Purchaser that the Deliverables are conform to the Contract. Supplier is not entitled to suspend or interrupt any deliveries or services in case of late or incomplete payment under any Contract by the Purchaser.

**14.2 Non-payment.** Should the Purchaser fail to pay any undisputed amount, the Supplier shall serve the Purchaser notice by registered letter. If, within 30 (thirty) calendar days after receipt of such notice, the Purchaser still has not paid the undisputed amount the Supplier shall be entitled to charge an interest for such undisputed amount at the current legal rate, as established pursuant to the law of 5 May 1865. It is expressly agreed that the Belgian Law of 2 August 2002 on combating late payment in commercial transactions shall not apply.

#### **15. Confidentiality**

The Supplier undertakes to keep confidential with respect to any third party all information or documents which have come to its knowledge within the framework of the Contract. The Supplier shall impose the same obligation on employees and/or third parties called to perform the Contract.

The Supplier shall not issue any public announcement relating to the existence and the content of the Contract.

#### **16. Privacy and data protection**

**16.1 Belgian Data Privacy Act.** The parties shall respect all the provisions of the Belgian Data Privacy Act of 30 July 2018 (as amended from time to time), and of Regulation (EU) 2016/679 of 27 April 2016 (GDPR).

**16.2 Processing Agreement.** Where the performance of the Contract requires that Supplier processes personal data for the Purchaser, Supplier and Purchaser shall enter into a separate contract in accordance with Article 28 of the GDPR.

#### **17. Intellectual Property**

**17.1 Use.** Supplier is not entitled to use any trademarks, logos and/or any other intellectual property rights owned by Purchaser, unless with prior written approval of the Purchaser and in accordance with the instructions of Purchaser.

**17.2 Ownership.** Any invention or discovery (whether patentable or not), copyright (rights of reproduction, publication, representation, adaptation, and modification), design and model right or confidential know-how or other intellectual property conceived, produced, or reduced to practice by the Supplier in performing the Contract which relates to the Purchaser's business or is based on information or materials supplied by the Purchaser shall be the Purchaser's exclusive property.



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**17.3 Rights of third parties.** The Supplier guarantees that the use of the Deliverables constitutes no infringement on any right of a third party pertaining to intellectual or industrial property.

**18. Warranties and Indemnification**

**18.1 Warranties.** The Supplier warrants that the Deliverables: (i) will comply with the specifications and all applicable laws and regulations and other requirements that the Purchaser may reasonably impose, (ii) in the case of goods, be new and not contain any used or reconditioned parts or materials, (iii) shall be of satisfactory quality and shall be suitable for the Purchaser's intended purposes, and (iv) in the case of services, will be performed diligently and will comply with the strictest professional criteria.

**18.2 Warranty period.** The warranties apply for the longer of the Supplier's normal warranty or 24 (twenty-four) months following the date of acceptance of the Deliverables by the Purchaser.

**18.3 Spare parts.** The Supplier's acceptance of an order of the Purchaser implies that the Supplier agrees to guarantee delivery of the spare parts during the entire period of utilization of the Deliverables, and in any event, during a period of not less than 10 (ten) years after the delivery of the Deliverables.

**18.4 Remediation.** Should a Deliverable show any error or defect or otherwise not be in conformity as specified in article 9.1 during the warranty period, the Supplier shall at its own cost remedy the non-compliant Deliverable within 15 (fifteen) calendar days from notification by the Purchaser. The Supplier shall, at the Purchaser's option either repair such non-compliant Deliverable or replace such Deliverable by an equivalent Deliverable that is fully compliant or, in the case of a service, perform such service again until fully compliant, without prejudice to the Purchaser's right to claim full compensation.

**18.5 Indemnification.** The Supplier agrees to defend, indemnify and hold harmless the Purchaser and its associated companies against all liability, judgments, damages, losses and expenses resulting from any breach of warranty or failure by the Supplier to comply with the Contract.

**19. Insurance**

Supplier shall maintain and keep in force adequate business and products liability insurance. If Supplier delivers products to Purchaser, Supplier's insurance shall include all costs related to recall such products.

**20. Specific obligations for Suppliers of services**

The Supplier represents being fully informed of and to comply with the legal conditions to engage employees or self-employed persons in Belgium (employment, social security and immigration law). If Purchaser is penalized as a result of non-compliance of the above-mentioned obligations by Supplier, its employees and/or self-employed persons, the Purchaser is entitled to full recourse from Supplier, inter alia by setting off invoices.

**21. Audit**

The Purchaser shall have the right upon reasonable prior notice at any time during the term of the Contract to audit, at the Purchaser's cost, the Supplier's systems, processes, procedures, practices, supporting documentation, financial and other books relating to the Contract.

**22. Code of Conduct**

The Supplier guarantees that itself and any of its subsidiaries, affiliates, directors, officers, agents, employees and representatives, when performing a Contract, will comply with Telenet's Code of Business Conduct and Telenet's Anti-Corruption Policy in the performance of a Purchase Order, which are available upon simple request.

**23. General**

**23.1 No assignment or sub-contracting.** The Supplier shall not assign or sub-contract any of its rights or obligations under the Contract without the Purchaser's prior written consent.

**23.2 Partial invalidity.** If one or more of the terms and conditions in these General Conditions or any part of a term is deemed invalid, unenforceable, illegal or inoperable, the validity, enforceability, legality or operability of all further terms and conditions shall not be affected or diminished thereby.

**24. Jurisdiction – Competence**

**24.1 Jurisdiction.** The Contract is governed by Belgian law. The United Nations Treaty on International Sales Contracts involving Movable Property (Treaty of Vienna dated 11 April 1980) does not apply to the Contract.

**24.2 Competence.** All disputes relating to the Contract shall exclusively be within the competence of the courts of the District of Antwerp.