

GENERAL PURCHASE CONDITIONS – TELENET

1 Definitions

- 1.1 “Affiliates” means any entity or undertaking in which Telenet Group NV or any of its subsidiaries holds at least 50% of the share capital or voting rights, or otherwise has the authority to appoint or remove at least 50% of the members of the board of directors (or an equivalent governing body). Affiliates may also include joint ventures or partnerships where Telenet Group NV has significant influence, subject to written agreement.
- 1.2 “AI System” means a machine-based system (including both the implementing software and the weights developed through training) that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments, including any new versions thereof.
- 1.3 “Conditions” means these General Purchase Conditions including any schedules, annexes or amendments thereto.
- 1.4 “Confidential Information” means any information disclosed by either Party to the other Party that is designated as confidential or would reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.
- 1.5 “Data Protection Laws” means all applicable laws, rules and regulations on data protection, data privacy, or relating to the processing of personal data and privacy, including without limitation, the GDPR.
- 1.6 “Deliverables” means all tangible and intangible outputs, including but not limited to Goods, Services, Works, reports, documents, designs, software, data, and any other items that are required to be delivered or provided by the Supplier to the Purchaser under the terms of a PO/SoW. Deliverables may include any associated documentation, materials, or products that result from the performance of the Services or completion of the Works.
- 1.7 “Force Majeure” means any unforeseeable, unavoidable, and external event or circumstance beyond the reasonable control of the affected Party, which prevents or delays the performance of its obligations under these Conditions or a PO/SoW. This includes, but is not limited to, acts of God, natural disasters, war, terrorism, strikes, lockouts, pandemics, government actions, or any other event that qualifies as force majeure under Belgian law.
- 1.8 “GDPR” means the General Data Protection Regulation (EU) 2016/679.
- 1.9 “Goods” means all tangible and intangible products, materials, equipment, hardware and software, and any other items that are supplied, manufactured, delivered, or otherwise provided by the Supplier to the Purchaser under a given PO, including any related documentation and packaging.
- 1.10 “Intellectual Property Rights” (IPR) means all existing and future rights, whether registered or unregistered, in and to patents, utility models, trademarks, trade names, business names, service marks, designs, copyrights (including rights in computer software), circuit topography rights, database rights (including extraction rights), trade secrets, know-how, confidential formulas and processes, proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, and any other proprietary rights or forms of protection of a similar nature or having equivalent effect anywhere in the world. This definition also includes all applications for, renewals, extensions, and restorations of any of the aforementioned rights, as well as all rights under licenses and consents related to any of the rights and protections specified herein.
- 1.11 “Offer” refers to a proposal or quotation provided by the Supplier to the Purchaser, detailing the terms, conditions, pricing, and scope of Goods, Services, Works, or Deliverables that the Supplier is prepared to provide.
- 1.12 “Party” or “Parties” refers to either the Purchaser or the Supplier individually or to both collectively.
- 1.13 “Personal Data” means “all personal data, in whatever form or medium which is: (i) supplied, or in respect of which access is granted to the Supplier (or any approved third party) whether by Purchaser or otherwise in connection with any PO/SoW, or (ii) produced or generated by or on behalf of the Supplier (or any approved third party) in connection with any PO or relevant SoW.”
- 1.14 “Purchaser” means Telenet Group NV and any of its subsidiaries that are directly or indirectly owned or controlled by Telenet Group NV, whether currently existing or established in the future. For the purposes of this definition, “control” means ownership of at least 50% of the share capital or voting rights, or the right to appoint or remove at least 50% of the members of the board of directors (or an equivalent governing body).
- 1.15 “Purchaser Data” means any data, information, drawings, specifications or other material (in whatever form and on any medium) relating to the Purchaser or their customers, suppliers or personnel which is: (i) supplied or made available to the Supplier or its and its subcontractors’ personnel by or on behalf of the Purchaser; (ii) obtained by, or in possession or control of, the Supplier or its and its subcontractors’ personnel for the purposes of enabling the provision of the



Goods, Services or Deliverables or fulfilling its obligations under the PO/SoW; or (iii) created, generated, transmitted, stored or processed by the Supplier or its and its subcontractors' personnel in connection with providing Goods, Services or Deliverables.

- 1.16 "Purchase Order" (PO) means any written document issued by the Purchaser or its Affiliates to the Supplier, specifying the Deliverables to be provided, including quantities, prices, delivery schedules, and other relevant terms and conditions; each PO being subject to the terms of these Conditions and constituting an offer to purchase the specified Goods, Services, or Works from the Supplier.
- 1.17 "Services" means all activities, tasks, or duties performed by the Supplier for the Purchaser, including but not limited to consulting, maintenance, installation, support, training, and any other services specified in the PO/SoW.
- 1.18 "Statement of Work" (SOW) means a document that outlines the specific tasks, deliverables, timelines, and responsibilities associated with the Services, Goods, or Works to be provided by the Supplier; which details the scope of work, performance criteria, and any other requirements agreed upon by the Parties.
- 1.19 "Supplier" means the entity or person responsible for providing Goods, Services, Works or Deliverables as specified under these Conditions or a PO/SoW.
- 1.20 "Works" means any construction, engineering or installation activities, including the design, execution, and completion of any physical infrastructure, facilities, or other projects carried out by the Supplier, as specified in the PO/SoW.

2 Scope and Applicability

- 2.1 Unless otherwise explicitly agreed upon in writing by the Parties, these Conditions apply to and form an integral part of (i) all POs/SoWs issued by the Purchaser or any Affiliates for the procurement of Goods, Services, and/or Works from any Supplier, and (ii) all Offers from the Supplier accepted by the Purchaser or any Affiliates.
- 2.2 Any terms and conditions proposed by the Supplier or any third party that deviate from, supplement, or contradict these Conditions are expressly rejected and shall not apply unless expressly accepted in writing by the Purchaser or its Affiliates.
- 2.3 In the event of a conflict or inconsistency, these Conditions shall prevail over any other terms included or referred to in a PO/SoW, or accepted Offer, unless it is explicitly stated in the relevant PO/SoW or Offer that specific terms of these Conditions are to be amended, disappplied, or replaced.
- 2.4 The Purchaser reserves the right to amend or modify these Conditions at any time. Such amendments or modifications shall become effective upon notification to the Supplier or

publication on the Purchaser's official website. Any PO/SoW issued after the effective date of such amendments or modifications shall be governed by the revised Conditions.

3 Acceptance – Contract Formation

- 3.1 Each PO/SoW issued by the Purchaser shall constitute an offer to the Supplier to procure the Goods, Services, or Works specified therein, subject to these Conditions. By accepting a PO/SoW from the Purchaser, the Supplier agrees to be bound by these Conditions.
- 3.2 The Supplier shall acknowledge receipt of each PO/SoW within five (5) business days of its issuance date.
The PO/SoW shall be deemed accepted by the Supplier upon the earliest of the following:
- (i) the Supplier's written acceptance of the PO/SoW;
 - (ii) the shipment of any Goods under the PO/SoW; or
 - (iii) the commencement of any performance or provision of Services or Works specified in the PO/SoW.
- 3.3 If the Supplier fails to acknowledge the PO/SoW within the specified timeframe, or fails to commence performance within a reasonable period, the Purchaser reserves the right to cancel it without incurring any liability or cost.
- 3.4 The Purchaser shall not be legally or financially bound to procure any Goods, Services, or Works, unless and until the Supplier has accepted the relevant PO/SoW in accordance with these Conditions. In this respect, the Purchaser is not obligated to accept any Offer from the Supplier and shall only be bound by the terms of an Offer if it has been expressly accepted by the Purchaser in writing or through the issuance of a PO/SoW that references the Offer.
- 3.5 The Purchaser's obligations are strictly limited to the scope specified in the accepted PO/SoW.

4 Delivery – Acceptance – Inspection

- 4.1 The Supplier shall deliver the Goods, Services, and/or Works in full compliance with these Conditions and the terms of the PO/SoW, including in accordance with the specified delivery schedule.
- 4.2 Time is of the essence in the performance of the Supplier's obligations. The Supplier shall immediately notify the Purchaser in writing of any potential or actual delays in meeting the agreed delivery schedule and take all reasonable steps to avoid or mitigate any such delays.
- 4.3 If no specific delivery date is agreed upon, delivery must be made within a reasonable timeframe as determined by the Purchaser.
- 4.4 In the event of delay, the Purchaser reserves the right to impose liquidated damages as



stipulated in the Order, or to terminate the Order in whole or in part.

Delivery and Acceptance of Goods

- 4.5 The Supplier shall deliver the Goods in accordance with the delivery schedule specified in the PO/SoW.
- 4.6 All Goods shall be delivered DDP (Incoterms 2020) to the location specified in the PO/SoW or as otherwise agreed in writing by the Parties. The Supplier is responsible for all costs and risks associated with the delivery, including transportation, packaging, and insurance, unless otherwise agreed in writing. The Supplier shall ensure that the Goods are accompanied by all necessary paperwork required by applicable laws and regulations, or as reasonably requested by Purchaser.
- 4.7 The Supplier warrants that all Goods delivered shall conform to the specifications, standards, and requirements set forth in the PO/SoW. The Supplier is obligated to deliver Goods that are free from defects in materials and workmanship.
- 4.8 The Purchaser reserves the right to inspect the Goods upon delivery. Acceptance of delivery does not constitute acceptance of the Goods.
- 4.9 The Purchaser retains the right to reject any Goods that do not conform to the specifications or are otherwise defective. Rejected Goods shall be returned to the Supplier at the Supplier's risk and expense, and the Supplier shall, at the Purchaser's discretion, promptly replace or repair the Goods at no additional cost to the Purchaser.
- 4.10 Where Goods are supplied in bulk and only part of such Goods does not comply with the relevant standards, the Purchaser may, at its discretion, reject either the entire delivery or only the non-compliant portion. Rejected Goods or Deliverables, unless collected by the Supplier, will be returned at the Supplier's expense and risk.
- 4.11 Risk in the Goods shall pass to the Purchaser upon delivery and acceptance of the Goods at the specified location.
- 4.12 Title to the Goods shall pass to the Purchaser upon the later of (i) delivery and acceptance of the Goods, or (ii) payment in full for the Goods, unless otherwise agreed in writing.

Delivery and Acceptance of Services

- 4.13 The Supplier shall provide the Services in accordance with the scope, specifications, and timelines outlined in the PO/SoW. The Supplier shall use employees, agents and subcontractors who are duly qualified and experienced to perform the Services to the Purchaser's satisfaction.
- 4.14 If the Services include specific milestones or deliverables, the Supplier shall meet these milestones and provide the Deliverables within the agreed timelines. The Purchaser reserves the right to review, test and approve the Deliverables before acceptance.
- 4.15 In the event that the Supplier fails to perform the Services as required, the Purchaser may, at its discretion, reject the Services and

request re-performance or terminate the PO/SoW without incurring any liability or cost, and without prejudice to any other available legal rights or remedies.

Delivery and Acceptance of Works

- 4.16 The Supplier shall execute the Works in a professional and workmanlike manner, in accordance with best industry standards and any specific requirements set forth in the PO/SoW. The Supplier shall ensure that the Works are completed within the agreed timeline.
- 4.17 The Supplier shall comply with all applicable laws, regulations, and safety standards during the execution of the Works. The Supplier shall be responsible for obtaining all necessary permits and approvals required for the Works.
- 4.18 Upon completion of the Works, the Supplier shall notify the Purchaser in writing that the Works are ready for inspection and acceptance. The Purchaser will inspect the Works within fifteen (15) business days of receiving this notice. If the Works substantially meet the requirements set forth in the PO/SoW, the Purchaser will issue an acceptance certificate, indicating that the Purchaser has accepted the Works for use, subject to the correction of any minor defects identified.
- 4.19 If the Purchaser does not respond to the Supplier's notice of completion within thirty (30) business days of receipt, tacit acceptance shall be deemed to have occurred. Tacit acceptance signifies the Purchaser's acceptance of the Works for use, while still allowing the Supplier to address any remaining minor defects. However, tacit acceptance does not constitute final acceptance and does not relieve the Supplier of its obligations under the PO/SoW.
- 4.20 Following acceptance (express or tacit), a defects notification period of twenty-four (24) months shall commence, during which the Supplier is responsible for correcting any defects or non-compliance issues that may arise in the Works. The Supplier shall promptly address and rectify any such issues at no additional cost to the Purchaser, ensuring that the Works meet full contractual specifications by the end of this period.
- 4.21 At the end of the defects notification period, the Supplier may request a final inspection to verify that all rectifications have been made to the Purchaser's satisfaction. If no further defects or issues are identified, the Purchaser will issue a final acceptance certificate in writing, signifying that the Works are fully compliant and accepted as complete.
- 4.22 The issuance of the final acceptance certificate signifies full and final approval of the Works as completed in accordance with the specifications set forth in the PO/SoW, marking the end of the Supplier's obligations under the PO/SoW, except for any warranties or liability for latent defects that may still apply. Final acceptance does not waive the Purchaser's right to claim for latent defects



discovered after acceptance and is without prejudice to the ten-year statutory liability of architects and subcontractors, as required by law.

Inspection

- 4.23 All Goods, Services, and/or Works delivered under a PO/SoW are subject to inspection and testing by the Purchaser. Acceptance of the Goods, Services, Works or Deliverables by the Purchaser shall not relieve the Supplier of any warranty obligations or liability for defects.
- 4.24 Without prejudice to any other rights or remedies, if the Goods, Services or Works as well as Deliverables are not provided or performed in accordance with the requirements of the PO/SoW, the Purchaser may, upon notice to the Supplier:
- (i) Require the Supplier to repair or replace the Goods, Deliverables, or Services to meet the specifications of the PO/SoW within 7 days of receiving such notice; or
 - (ii) Have the necessary repairs or replacements carried out by a third party, in which case the Supplier shall reimburse the Purchaser for all costs and expenses incurred.

5 Price – Payment

Pricing Details and Adjustments

- 5.1 Unless expressly agreed otherwise in the PO/SoW, the price for the Goods, Services or Works are fixed and not subject to any increase, irrespective of changes in material costs, labor, transportation, currency exchange rates, or any other factors. Any requests for a price increase must be justified and documented by the Supplier, and the Purchaser retains full discretion to accept or reject such requests.
- 5.2 All prices are:
- (i) exclusive of any applicable value-added tax (VAT);
 - (ii) based on the DDP (Incoterms 2020) terms referenced in clause 4.6; and
 - (iii) inclusive of all other costs and charges, including but not limited to packaging, shipping, carriage, insurance, delivery, and any duties, taxes, or levies.
- The price represents the total and full remuneration due to the Supplier for fulfilling its obligations under the PO/SoW.
- 5.3 No increase in the price shall be permitted (whether due to additional effort, increased material, labour, transport costs, fluctuations in the exchange rate, or for any other reason) without prior written agreement of both Parties.

Invoicing and Payment Terms

- 5.4 Invoices issued by the Supplier must include:
- (i) the date of the relevant invoicing milestone as set forth in the PO/SoW, or, where no milestone is agreed, the date of the last day

- of the calendar month in which the Purchaser accepted the Goods, Services, and/or Works as well as any Deliverables;
- (ii) a reference to the corresponding PO/SoW;
- (iii) a detailed description of the Goods, Services, or Works provided, including unit prices (where applicable);
- (iv) the total amount due, inclusive of applicable VAT; and
- (v) any approved reimbursable expenses (if applicable), accompanied by original receipts or supporting documentation.

- 5.5 Invoices may only be issued by the Supplier upon completion of the corresponding invoicing cycle or milestone as agreed in the PO/SoW. In the absence of invoicing milestones or cycle, invoices may be issued upon the Purchaser's written acceptance of the final, Goods, Services and/or Works as well as any Deliverables under the relevant PO/SoW (subject to the receipt of approved timesheets where applicable for Services and/or Deliverables).
- 5.6 Invoices must be submitted no later than ninety (90) days following the period in which the charges were incurred. The Purchaser reserves the right to reject any invoice that does not meet these requirements.
- 5.7 Subject to the acceptance of the Goods, Services, or Works by the Purchaser, payment of the undisputed portion of the invoice shall be made within ninety (90) days from the date of receipt of the Supplier's correctly presented invoice, unless otherwise agreed in writing by the Parties.

Currency and Late Payment

- 5.8 Unless expressly agreed otherwise, all payments shall be made in euros (EUR). Where the Supplier is located outside the Eurozone, it may issue invoices in its local currency, but payment by the Purchaser shall still be made in euros. Any conversion rates, if applicable, must be agreed upon by the Parties in writing.
- 5.9 In the event of late payment by either Party, the defaulting Party shall not be considered in default until it has received a written notice of default from the other Party, granting a reasonable period for performance of its payment obligations. If the defaulting Party fails to make payment within the granted period, interest on the overdue amount shall accrue at a rate of 1% per annum, calculated from the date the payment became due until the date of actual payment.

Payment Disputes and Set-off Rights

- 5.10 The Purchaser may withhold payment of any disputed amounts or portions of an invoice until such dispute is resolved. The Purchaser shall notify the Supplier in writing of any disputed amount, stating the reasons for the withholding.
- 5.11 If the Purchaser is required to withhold any amount from payments due to the Supplier (e.g., for tax purposes), the Purchaser is



entitled to do so and shall remit the withheld amount to the relevant authority. The Purchaser's payment to the Supplier of the net amount, after withholding, together with the remittance of the withheld tax to the appropriate authority, shall constitute full settlement of the corresponding amounts owed.

- 5.12 The Purchaser reserves the right to set off any amounts payable by the Purchaser to the Supplier against any amounts owed by the Supplier to the Purchaser, whether under the same or a different PO, SoW, or any other agreement between the Parties.

Reimbursable Expenses

- 5.13 Where the PO/SoW provides for the reimbursement of certain expenses incurred by the Supplier, such expenses must be pre-approved in writing by the Purchaser. Reimbursable expenses must be reasonable, necessary, and supported by original receipts or equivalent proof of payment.
- 5.14 Reimbursable expenses shall be paid in euros unless otherwise agreed by the Parties. If the expenses were incurred in a different currency, the applicable exchange rate for reimbursement shall be agreed upon in advance by the Parties.

No Waiver of Performance

- 5.15 Payment by the Purchaser of any invoice, in whole or in part, shall not be construed as an admission by the Purchaser that the Goods, Services, or Works conform to the specifications or that the Supplier has fulfilled its obligations under the PO/SoW.

6 Software Licence

License Grant and Usage Rights

- 6.1 The Supplier grants the Purchaser a non-exclusive, perpetual (unless a shorter term is specified in the PO/SoW), worldwide, irrevocable and transferable license to use, any software supplied, including any related documentation, solely for the Purchaser's internal business operations. This license extends to the Purchaser's affiliates and may be used on an unlimited number of devices unless otherwise specified in the PO/SoW.
- 6.2 The Purchaser is entitled to grant sub-licenses to its affiliates, subcontractors, and third-party service providers to use the supplied software for the benefit of the Purchaser's operations. The Purchaser may also transfer the software to any successor entity in case of a merger, acquisition, or corporate restructuring.
- 6.3 All data generated, processed, or modified using the software shall remain the sole property of the Purchaser. The Supplier shall have no right to access, modify, or use such data without the Purchaser's express consent.
- 6.4 The Supplier shall deliver the software and any related documentation to the Purchaser by the date specified in the PO/SoW. The Software must be free from defects and

delivered in a format suitable for installation and use by the Purchaser.

Installation, Updates and Warranties

- 6.5 If installation services are required, the Supplier shall provide all necessary assistance to ensure that the software is correctly installed and operational. Any failure to install the software correctly shall be promptly addressed by the Supplier at no additional cost to the Purchaser.
- 6.6 The Supplier shall provide updates, bug fixes, and patches for the software, ensuring that it remains functional and secure. These updates shall be provided for a period of 24 months from the date of delivery without any additional charges, unless otherwise agreed in writing.
- 6.7 The Supplier warrants that the software will conform to the agreed specifications, be free from defects, and perform in accordance with its documentation for the duration of the agreed warranty period.
- 6.8 The Supplier also warrants that the software will perform in accordance with its documentation and specifications for a period of 24 months from the date of delivery. The Supplier further warrants that the software will be free from viruses, malware, or any other harmful components.

Remedies and Termination

- 6.9 In the event of a defect or non-conformity, the Supplier shall promptly repair or replace the software at no additional cost to the Purchaser for a period of 24 months from the date of delivery. If the Supplier fails to remedy the issue within a reasonable timeframe, the Purchaser may terminate the license and seek a full refund of all fees paid for the Software.
- 6.10 The Purchaser may terminate the license if the Supplier breaches any material term of the PO/SoW and fails to remedy such breach within thirty (30) days of receiving written notice.
- 6.11 Unless otherwise specified, the license granted to the Purchaser is perpetual. The Purchaser may terminate the license at any time by providing written notice to the Supplier. Termination of the license shall not affect the Purchaser's continued right to use the Software already delivered.

Indemnification

- 6.12 The Supplier shall indemnify and hold harmless the Purchaser against any claims, damages, or liabilities arising from a third party's assertion that the software supplied by the Supplier infringes upon its intellectual property rights. The Supplier shall bear all costs related to defending such claims, including legal fees and any damages awarded.

7 Warranties

Supplier's General Warranties

- 7.1 The Supplier warrants that:
- (a) It has the corporate power and authority



to execute, deliver and perform its obligations under these Conditions or a PO/SoW;

(b) All Goods, Services, and Works as well Deliverables supplied will:

- (i) conform to the specifications, drawings, and descriptions provided by the Purchaser or agreed upon in the PO/SoW; and
- (ii) be free from defects in materials, design, and workmanship, and free from any charges, liens or other encumbrances.

(c) In providing the Goods, Services, and Works as well as Deliverables, the Supplier shall ensure that it, along with its subcontractors and personnel, complies with all applicable laws and regulations, including but not limited to those related to bribery, corruption, sanctions, embargoes, export controls, health and safety, and environmental and social responsibility. Additionally, the Supplier agrees to adhere to the Purchaser's [Code of Conduct](#), [Anti-Corruption Policy](#), and [The Supplier Code of Conduct](#), as amended from time to time (and as provided to the Supplier). The Purchaser reserves the right to audit the Supplier's compliance with these laws, regulations and policies at any time, upon reasonable notice.

(d) The Purchaser's receipt, possession, and use of the Goods, Services, and Works as well as Deliverables provided by the Supplier (or its subcontractors) shall not infringe upon any Intellectual Property Rights of any third party.

(e) Neither the Supplier, nor any of its directors, key management personnel, affiliated entities, or subcontractors, are listed on any "prohibited parties list" maintained by the EU, U.S. government, UK, or other applicable jurisdictions. Additionally, they are not involved in any business with countries subject to prohibitions, sanctions, or trade embargoes.

(f) To the best of the Supplier's knowledge (following adequate and appropriate due diligence), the Goods are free from any "conflict minerals" and do not incorporate or contain materials sourced from conflict-affected or high-risk areas in violation of applicable laws, including but not limited to the U.S. Dodd-Frank Act and relevant EU regulations on conflict minerals.

Warranty Period and Remedies

7.2 Unless otherwise specified, the Supplier's warranty period for Goods, Services, or Works as well as Deliverables shall be twenty-four (24) months from the date of delivery or acceptance, whichever occurs later. During this period, the Supplier shall, at its own cost and upon the Purchaser's request, promptly repair, replace, or re-perform any defective Goods, Services, or Deliverables that fail to meet the warranty requirements.

7.3 If the Supplier fails to remedy any defective Goods, Services, or Works as well as Deliverables within a reasonable time, the Purchaser shall be entitled to:

- (i) have the necessary repairs or replacements carried out by a third party at the Supplier's expense;
- (ii) terminate the affected PO/SoW without incurring any liability;
- (iii) receive a full refund of the purchase price for defective Goods or Deliverables.

8 Liability

Exclusion of Liability

8.1 Neither Party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profits, revenue, or data, even if advised of the possibility of such damages.

Supplier's Liability Cap

8.2 Unless explicitly agreed otherwise, the Supplier's total aggregate liability under these Conditions, whether arising in contract, tort, or otherwise, shall be limited to the greater of:

- (i) 300% (three hundred percent) of the total amounts paid or payable by the Purchaser under the relevant PO/SoW, or
- (ii) €5 million.

Where multiple Pos/Sows are issued to the Supplier by the Purchaser or any Affiliates under the same project, the total amounts of these Pos/SoWs shall be aggregated and treated as a single PO/SoW for the purposes of the liability clause.

Purchaser's Liability Cap

8.3 The Purchaser's total liability to the Supplier, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise, in connection with each PO, shall not exceed 100% (one hundred percent) of the total amounts paid or payable by the Purchaser under the relevant PO/SoW.

Exceptions to Liability Limitations

8.4 Nothing in these Conditions, PO/SoW, Offer, or any other agreement shall restrict or limit:

- (i) either Party's liability for damages caused by fraud, gross negligence, or wilful misconduct or for death or personal injury caused by its own negligence or that of its employees or agents acting in the course of their employment;
- (ii) the Supplier's liability under clause 7.1 (c), Clauses 11, 12 and 13 or under any indemnity given by the Supplier in these Conditions.

Non-Contractual Claims and Insurance

8.5 The Supplier may not make any non-contractual claims against the Purchaser or any of its representatives, including subcontractors, consultants, employees, auxiliary persons or directors. The Supplier's



claims against the Purchaser shall be limited to contractual claims only.

- 8.6 The Supplier shall maintain appropriate insurance coverage with a reputable insurance company to address all liabilities arising under these Conditions or any PO/SoW. Upon request, the Supplier shall promptly provide the Purchaser with reasonable evidence of such insurance.

9 Termination

Termination for Cause

- 9.1 The Purchaser may terminate any PO/SoW immediately, in whole or in part, by providing written notice to the Supplier if:

- (i) the Supplier fails to deliver the Goods, Services, or Works as well as any Deliverables in accordance with the specifications, timelines, or requirements set out in the PO/SoW;
- (ii) the Supplier breaches any material obligation under these Conditions, the PO, or SoW, and fails to remedy such breach within thirty (30) days following receipt of written notice of the breach;

- 9.2 In the event of termination for cause, the Purchaser shall have no obligation to pay for any undelivered Goods, unperformed Services, incomplete Work, or non-compliant Deliverables. The Supplier shall promptly reimburse the Purchaser for any amounts already paid for such undelivered, incomplete, or non-compliant Goods, Services, or Deliverables. The Purchaser shall be entitled to engage a third party to complete the Supplier's obligations, with the Supplier liable for any additional costs reasonably incurred by the Purchaser in completing the Work.

- 9.3 The Supplier may terminate any PO/SoW by providing written notice to the Purchaser if the Purchaser fails to pay any undisputed amounts within one hundred and twenty (120) days of the due date, provided that the Supplier has given the Purchaser prior written notice of such failure and the reasonable opportunity to remedy it.

- 9.4 Either Party may terminate the PO/SoW immediately and without liability by providing written notice to the other Party if the other Party:

- 9.4.1 becomes insolvent, files for bankruptcy, or enters into any arrangement or composition with its creditors;
- 9.4.2 is subject to a winding-up order or administration order;
- 9.4.3 has an administrative receiver appointed;
- 9.4.4 enters into a composition or arrangement with its creditors;
- 9.4.5 enters into a company voluntary arrangement or scheme of arrangement (except in connection

with a liquidation, reconstruction, or amalgamation); or

- 9.4.6 is affected by any event that has a similar or equivalent effect to any of the above.

Termination for Convenience

- 9.5 The Purchaser may terminate any PO/SoW for convenience at any time with respect of a notice period of one (1) week.

- 9.6 In the event of termination for convenience, the Supplier may invoice for any Goods, Services, or Works as well as any Deliverables already provided or performed prior to the date of such termination and accepted in accordance with the PO/SoW. The Supplier shall not be entitled to any additional compensation or damages, including for loss of anticipated profits or future revenue. Prepaid services not yet performed shall be repaid by the Supplier to the Purchaser.

Termination due to Force Majeure

- 9.7 Unless stated otherwise, if a force majeure event as defined in Article 1 of these Conditions prevents either Party from fulfilling its obligations under a PO/SoW for a continuous period of more than sixty (60), either Party may terminate the affected PO/SoW by providing written notice to the other Party.

- 9.8 In the event of termination due to force majeure, the Purchaser shall pay the Supplier for any Goods, Services, or Works as well as Deliverables effectively provided and accepted prior to the Force Majeure event. No further compensation shall be due to the Supplier.

Effect of Termination

- 9.9 On termination of any PO/SoW, the Supplier shall immediately return to the Purchaser all materials, software, documents, data, and information made available by or behalf of the Purchaser to the Supplier in connection therewith and shall co-operate fully with Purchaser to ensure an orderly, efficient and undisruptive as reasonably possible transfer of the Supplier's obligations to the Purchaser (or its nominated third party).

- 9.10 Termination of any PO/SoW shall not affect the Parties' rights and obligations that have accrued prior to the termination date.

- 9.11 Provisions in these Conditions, including but not limited to confidentiality, indemnity, intellectual property, and liability, shall survive the termination of any PO/SoW.

- 9.12 The Supplier shall take all reasonable steps to mitigate any losses arising from termination and shall not be entitled to recover any costs that could have been reasonably avoided.

- 9.13 Upon termination, the Supplier shall submit a final invoice detailing all amounts due for Goods, Services, or Works as well as Deliverables effectively provided prior to the termination date. The Purchaser shall review and settle this invoice in accordance with the payment terms specified in these Conditions.



- 9.14 Any licenses granted to the Purchaser under a PO/SoW for the use of the Supplier's or third-party IPR shall survive the termination or expiration of the PO/SoW and shall remain in effect indefinitely, unless otherwise specified in writing.

10 Intellectual Property

Ownership of Intellectual Property

- 10.1 Each Party shall retain ownership of any intellectual property rights (IPR) it owned or controlled prior to the commencement of the PO/SoW. The Supplier warrants that it has full rights, title, and authority to grant the Purchaser the licenses necessary to use any pre-existing IPR that is incorporated into the Goods, Services, or Works as well as any Deliverables.
- 10.2 Unless otherwise agreed in writing, any Intellectual Property Rights (IPR) created, developed, or generated specifically for the Purchaser during the Supplier's performance of the PO/SoW, including but not limited to inventions, designs, software, processes, or know-how (the "Developed IP"), shall be the exclusive property of the Purchaser. The Supplier agrees to assign all rights, title, and interest in such Developed IP to the Purchaser upon its creation or delivery.

Licenses

- 10.3 Where the Supplier's pre-existing IPR is incorporated into the Goods, Services, or Works as well as Deliverables provided to the Purchaser, the Supplier grants the Purchaser and its affiliates a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license to use, modify, copy, distribute, and sublicense such pre-existing IPR for the purpose of operating, maintaining, and expanding its business.
- 10.4 The Supplier shall identify and notify the Purchaser of any third-party IPR embedded in or required for the use of the Goods, Services or Works as well as Deliverables provided. The Supplier shall ensure that it has secured all necessary licenses or rights to allow the Purchaser to fully utilize such third-party IPR without restriction. Any additional costs associated with third-party licenses shall be borne by the Supplier unless otherwise agreed in writing.

Infringement and Indemnity

- 10.5 The Supplier warrants that the Goods, Services, and Works or Deliverables, as well as any pre-existing IPR incorporated therein, do not infringe upon any third-party IPR.
- 10.6 The Supplier shall indemnify, defend, and hold harmless the Purchaser, its affiliates, and their respective directors, employees, and agents against any and all claims, liabilities, damages, costs, and expenses (including reasonable legal fees) arising from any actual or alleged infringement of third-party IPR by the Goods, Services, and Works as well as

Deliverables, or the Supplier's pre-existing IPR.

- 10.7 In the event of a third-party claim of IPR infringement, the Supplier shall, at its own expense and at the Purchaser's discretion:
- procure the right for the Purchaser to continue using the Goods, Services, or Works as well as Deliverables;
 - modify or replace the infringing materials so they are non-infringing while maintaining equivalent functionality; or
 - if neither (a) nor (b) is commercially feasible, refund the Purchaser all amounts paid for the affected Goods, Services, or Deliverables.

11 Confidentiality

- 11.1 Both the Purchaser and the Supplier agree to treat all Confidential Information as strictly confidential. Neither Party shall disclose any Confidential Information to any third party without the prior written consent of the disclosing Party, except as provided in this clause.
- 11.2 Each Party may disclose Confidential Information to its directors, officers, employees, agents, affiliates, and professional advisors on a need-to-know basis, provided that such representatives are bound by confidentiality obligations no less restrictive than those set out in these Conditions or any PO/SoW. Each Party shall be responsible for any breach of confidentiality by its representatives.
- 11.3 If a Party is required to disclose Confidential Information by law, court order, or a governmental authority, such Party shall promptly notify the other Party (unless prohibited by law) to allow the disclosing Party the opportunity to seek a protective order or other appropriate remedy. The receiving Party shall limit its disclosure to only the portion of the Confidential Information that is legally required to be disclosed.
- 11.4 The obligations of confidentiality set forth in this clause shall not apply to information that:
- is or becomes publicly available without breach of these Conditions;
 - was lawfully in the receiving Party's possession before disclosure by the disclosing Party;
 - is disclosed to the receiving Party by a third party without restriction and without breach of any confidentiality obligation; or
 - is independently developed by the receiving Party without reference to or use of the Confidential Information.

12 IT and Data Security

- 12.1 In fulfilling its obligations under these Conditions or any PO/SoW, the Supplier shall, in accordance with the level of skills, care, prudence, and foresight expected from an expert in the field ("Good Industry Practice"):
- Take all necessary steps, and ensure its



- personnel do the same, to:
- (a) Ensure that no computer viruses, trojans, malware, or any other harmful software ("Virus") is contained within or affects the Deliverables provided under the PO/SoW to the Purchaser; and
 - (b) Prevent any Virus from being introduced via the Supplier's systems into the Purchaser's systems.
- (ii) Use the latest recognized, industry-standard virus detection software to safeguard against the introduction of any Virus. The Supplier shall also comply with all data and security provisions set out in these Conditions.

Purchaser Data and Data Security

12.2 The Supplier shall, in accordance with Good Industry Practice:

- (i) Not use or reproduce Purchaser Data except as expressly permitted by the Purchaser, under these Conditions or any PO/SoW;
- (ii) Implement and maintain appropriate security measures to protect Purchaser Data against accidental or unlawful loss, access, or disclosure, ensuring the integrity of Purchaser Data throughout its collection, storage, and use;
- (iii) Ensure regular backups and reasonable protection of Purchaser Data, using encryption technologies to prevent unauthorized access where necessary;
- (iv) Implement adequate physical, technical, administrative, and organizational measures to safeguard Purchaser Data, including:
 - a) Protection of business facilities, paper files, servers, computing equipment, and backup systems containing Purchaser Data;
 - b) Secure network, application, and platform security;
 - c) Proper disposal procedures for Purchaser Data in line with these Conditions or any PO/SoW;
 - d) Strong cryptography for data transmission and storage using industry-standard practices;
 - e) Access control mechanisms and authentication for data, applications, and equipment;
 - f) Training personnel on compliance with security safeguards and confidentiality obligations;
 - g) Ensuring Purchaser Data is stored only on secure servers in data centers that comply with industry standards, with restricted access to removable media unless properly encrypted;
 - h) Regularly reviewing and updating security technologies, including anti-virus, firewalls, backup systems, and intrusion detection/prevention systems.

- (v) Restrict access to Purchaser Data to authorized personnel only and ensure that no unauthorized third-party gains access to Purchaser Data due to any act or omission on the part of the Supplier, its personnel or any subcontractor acting on its behalf.

12.3 In the event of any suspected or actual data breach, the Supplier shall promptly notify the Purchaser and fully cooperate to address the situation, providing all relevant logs, records, and data as required by law or at the Purchaser's request.

13 Data Protection

13.1 The Supplier shall at all times comply with the Data Protection Laws in relation to Personal Data processed by it in the context of any PO/SoW.

13.2 Where the Supplier processes Personal Data as a Data Controller, the Supplier shall comply with all applicable Data Controller obligations, including ensuring the lawfulness and transparency of the processing. The Supplier shall implement and maintain all appropriate technical and organizational measures to ensure the security of Personal Data and to protect it against accidental or unauthorized access, alteration, destruction, damage, or loss, as well as any other unauthorized processing or disclosure of Personal Data ("Data Breach").

13.3 The Supplier agrees that in respect of any Personal Data provided by the Supplier to the Purchaser relating to the Supplier and its personnel or its subcontractors, the Supplier is the Data Controller. The Purchaser may also process such Personal Data as a Data Controller for the purposes of the PO/SoW, always in accordance with the Data Protection Laws.

13.4 Where the Supplier, acting as a Data Processor, processes Personal Data on behalf of the Purchaser (as the Data Controller), the Supplier shall at all times comply with (and not cause the Purchaser to be in breach of) all applicable Data Protection Laws and provisions of this clause.

13.5 Without limiting this clause, the Supplier warrants, represents, and undertakes to the Purchaser that:

- (i) it shall only process the Personal Data on behalf of the Purchaser and in accordance with this clause 15 and the documented instructions of the Purchaser, as reasonably necessary to provide the Goods, Services, or Deliverables under the PO/SoW;
- (ii) it shall not engage any third party to process the Personal Data ("Sub-Processor") without the Purchaser's prior written consent, shall only engage such approved Sub-Processor by entering into a written agreement imposing obligations on the Sub-Processor equivalent to, and no less onerous than, those set out in this



- clause, any related instructions given by the Purchaser, and the Data Protection Laws (together the "Data Protection Obligations"); shall diligently select its Sub-Processors and audit their compliance with these data protection obligations both prior to and during engagement, and shall remain fully liable to the Purchaser for any breach of the Data Protection Obligations by any Sub-Processor;
- (iii) it shall not transfer any Personal Data to a country or territory outside the European Economic Area without the Purchaser's prior written consent and shall ensure such transfers are based on valid transfer mechanisms set out in the Data Protection Laws, provided that the conditions for such mechanisms are met, including but not limited to conducting a transfer impact assessment and providing it to the Purchaser upon request, and cooperating with any reasonable requests from the Purchaser on implementing guidance from regulatory bodies or supervisory authorities to ensure an essentially equivalent level of protection for Personal Data transferred outside the European Economic Area;
 - (iv) it shall maintain data secrecy in accordance with applicable Data Protection Laws and ensure that: (a) access to Personal Data is limited to those Supplier personnel and personnel of approved Sub-Processors who need access; and (b) such personnel are subject to appropriate obligations of confidentiality in line with applicable Data Protection Laws;
 - (v) it shall implement and comply with all appropriate technical and organizational measures to ensure the security of Personal Data and protect it against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access, using best practice security measures compliant with Data Protection Laws;
 - (vi) it shall provide the Purchaser with all assistance and cooperation reasonably requested to enable the Purchaser to comply with its obligations under Data Protection Laws and cooperate with competent authorities in relation to Personal Data processed by the Supplier, including but not limited to assisting the Purchaser in responding to data subject requests and ensuring compliance with the Purchaser's security, data breach notification, data protection impact assessment, and data protection authority consultation obligations.
- 13.6 The Supplier shall notify the Purchaser as soon as possible, and to the extent legally permitted, of any data access or disclosure request concerning Personal Data by any governmental or regulatory authority, court, or other competent authority. The Supplier shall not disclose any Personal Data in response to such requests without consulting with and obtaining the Purchaser's prior written consent, where legally permitted.
- 13.7 The Supplier shall immediately notify the Purchaser of any Data Breach via [Purchaser's designated contact email], and promptly provide the Purchaser with complete information relating to the breach. The Supplier shall, at its own expense, take all necessary steps to restore, reconstitute, and/or reconstruct any Personal Data lost, damaged, or altered as a result of the Data Breach, with urgency as if it were the Supplier's own data, and shall provide the Purchaser with all reasonable assistance concerning the Data Breach.
- 13.8 The Supplier shall make available to the Purchaser all information necessary to demonstrate compliance with this Schedule and Data Protection Laws and shall contribute to all reasonable audits, inspections, assessments, or questionnaires conducted or requested by the Purchaser or its mandated auditor.
- 13.9 Upon completion of the provision of Goods, Services, or Deliverables, or upon earlier request by the Purchaser, the Supplier shall cease all use of Personal Data and, unless otherwise instructed by the Purchaser, permanently delete and destroy all Personal Data in its possession. The Supplier shall document the deletion and/or destruction and provide evidence to the Purchaser.
- 13.10 The Supplier shall indemnify the Purchaser against all costs, claims, fines, awards, expenses (including legal costs), and losses (including direct, indirect, and loss of profits) incurred by the Purchaser in connection with any failure by the Supplier or any third party appointed by the Supplier to comply with this Schedule and/or Data Protection Laws in its processing of Personal Data.
- 13.11 The Supplier shall not acquire any rights (including any retention rights) in the Personal Data processed by it or any of its Sub-Processors.
- ## 14 Security Screening
- 14.1 The Supplier acknowledges that, as a telecom operator, the Purchaser must comply with Belgian security screening regulations for employees accessing critical infrastructure. The Supplier shall ensure that any personnel requiring such access provide all necessary information for security screenings and comply with the screening process outlined by the Purchaser.
- ## 15 Cybersecurity
- 15.1 The Supplier commits to maintaining industry-standard cybersecurity practices, including but not limited to:



- (i) Protecting against unauthorized access, disclosure, or destruction of information assets through data encryption, access controls, and regular security assessments;
- (ii) Ensuring that any third-party suppliers used adhere to similar cybersecurity standards;
- (iii) Regularly reviewing and updating cybersecurity policies to mitigate emerging threats; and
- (v) Notifying the Purchaser promptly in the event of a cybersecurity incident affecting the Purchaser's data or systems.

16 Use of an AI System by the Supplier

- 16.1 The Supplier shall not (and shall ensure that its Affiliates and subcontractors shall not) use any AI System in connection with the delivery of any Goods, Services and/or Works, without the Purchaser's prior written consent.
- 16.2 In case the Purchaser agrees to the use of an AI System by the Supplier, Parties will enter into a separate agreement governing the terms and conditions of the Supplier's use of such AI System.

17 Force Majeure

- 17.1 Neither the Purchaser nor the Supplier shall be liable for any delay or failure in performing its obligations under these Conditions or any PO/SoW if such delay or failure is caused by events of Force Majeure as defined in clause 1 of these Conditions.
- 17.2 The affected Party shall notify the other Party in writing of the force majeure event as soon as reasonably possible and take all reasonable steps to mitigate the effects of such events.
- 17.3 If the force majeure event continues for a period of more than thirty (30) days, either Party may terminate the PO/SoW by giving written notice to the other Party.

18 Audit

Record Keeping and Documentation

- 18.1 The Supplier shall maintain complete and accurate reports, records, and documents related to the performance of the PO/SoW, including all pricing information and any other data necessary to demonstrate compliance with its obligations under these Conditions or any PO/SoW. These records shall be kept for a minimum of five (5) years following the completion of the PO/SoW.

Right to Audit and Scope

- 18.2 The Purchaser reserves the right to audit the Supplier's records, processes, and documents to ensure compliance with the terms of these Conditions or any PO/SoW. Audits may be conducted remotely or at the Supplier's premises, upon reasonable notice, during normal business hours. The Purchaser may conduct such audits directly or through a

third-party auditor. This audit right shall include, without limitation, the right to review the Supplier's compliance with any of its obligations under these Conditions.

Corrective Action Plan and Remedies for Non-Compliance

- 18.3 Unless stated otherwise, if an audit reveals any material non-compliance or serious issues, the Supplier must provide the Purchaser with a written corrective action plan within ten (10) business days from the date of the audit report. This plan shall detail the steps the Supplier will take to resolve the identified issues and include deadlines for the implementation of corrective actions. The Purchaser must approve the action plan and the proposed timelines.
- 18.4 If the Supplier fails to implement the corrective actions within the agreed timeframe, or if the Supplier cannot provide reasonable justification for any delays, the Purchaser shall have the following remedies, without prejudice to any other rights it may have under these Conditions or any PO/SoW:
- (i) The Purchaser may withhold any outstanding payments due to the Supplier until the Supplier has satisfactorily addressed the identified issues.
 - (ii) The Purchaser may require an appropriate reduction in the price of the Goods, Services, or Deliverables affected by the non-compliance.
 - (iii) The Purchaser may engage third-party contractors to remedy the non-compliance at the Supplier's expense.
 - (iv) The Supplier shall indemnify the Purchaser for any costs, damages, or losses incurred as a result of the Supplier's failure to comply with the audit requirements or corrective action plan.
 - (v) The Purchaser reserves the right to terminate the PO/SoW without further notice or remedy period if the non-compliance is not addressed satisfactorily.

Independent Certifications and Audit Reports

- 18.5 Upon the Purchaser's request, the Supplier shall provide details of any independent certifications it holds such as ISO 14001, ISO 27001 and any relevant internal audit reports related to the goods or services provided under the PO/SoW. The Supplier shall promptly furnish these reports and certifications as part of the audit process or when requested by the Purchaser.

19 Interpretation

- 19.1 The headings in these Conditions are included for convenience only and shall not affect the interpretation or construction of any provision thereof.
- 19.2 Words in the singular include the plural and vice versa, as the context may require.



- 19.3 The words "include", "including", "in particular", or any similar expression shall be construed without limitation and shall not limit the meaning of the words preceding them.
- 19.4 Any reference to a statute, law, or regulation includes any amendments, modifications, reenactments, or extensions of such statute, law, or regulation, as well as any subordinate legislation made under it.
- 19.5 References to "these Conditions", "the PO", or "the Statement of Work (SoW)" refer to those documents as amended, supplemented, or modified from time to time in accordance with these Conditions.
- 19.6 Where these Conditions refer to a period of time, it shall be calculated in calendar days, unless otherwise specified. If the last day of a period falls on a weekend or public holiday in Belgium, the period shall be extended to the next business day.
- 19.7 In the event of any inconsistency or conflict between the terms of these Conditions, the PO, and the Statement of Work (SoW), the following order of precedence shall apply:
- (i) the terms of the PO/SoW;
 - (ii) the terms of these Conditions.

20 Miscellaneous

Entire Agreement

- 20.1 These Conditions, together with the relevant PO/SoW, as well as any schedules or annexes thereto constitute the entire agreement between the Purchaser and Supplier. They supersede all prior or contemporaneous negotiations, communications, understandings, or agreements, whether written or oral, regarding the subject matter hereof.
- 20.2 Any additional or conflicting terms proposed by the Supplier shall not form part of the agreement unless expressly agreed to in writing by the Purchaser.

Amendments and Modifications

- 20.3 No amendment or modification of these Conditions, PO, or SoW shall be valid unless made in writing and signed by authorized representatives of both the Purchaser and Supplier.
- 20.4 The Purchaser reserves the right to update or amend these Conditions from time to time, with such amendments becoming effective upon notification to the Supplier or publication on the Purchaser's official website (www.telenet.be). Orders placed after such amendments will be subject to the revised Conditions.

Supplier's Assignment and Subcontracting

- 20.5 The Supplier may not assign, transfer, or subcontract any of its rights or obligations under these Conditions or any PO/SoW without the prior written consent of the Purchaser. Any attempted assignment or subcontracting without such consent shall be void and without effect.

Purchaser's Right to Assign and Transfer

- 20.6 The Purchaser may assign or transfer its rights and obligations under these Conditions or any PO/SoW to any of its Affiliates or to a successor entity resulting from a merger, acquisition, or restructuring, without the Supplier's consent. The Purchaser shall notify the Supplier in the event of such assignment.
- 20.7 Upon the Purchaser's request, the Supplier shall promptly execute all necessary documents and take any actions required to transfer, assign, novate, or otherwise manage the Purchaser's rights and obligations under these Conditions or any PO/SoW. This may include transferring such rights and obligations to another member of the Purchaser's group, an acquirer of the Purchaser's business or assets, or a service provider engaged by the Purchaser to deliver services on its behalf.

Responsibility for Subcontractors

- 20.8 If the Supplier is permitted to subcontract any part of the Services or Works under a PO/SoW, it shall remain fully responsible for the performance and compliance of its subcontractors with the terms of the PO/SoW and these Conditions.
- 20.9 Where any PO/SoW involves the execution or delivery of Services or Works at the Purchaser's premises, the Supplier, including its employees, agents, and subcontractors, shall adhere to all applicable statutory rules, regulations, and the Purchaser's internal policies. The Purchaser reserves the right, at its sole discretion, to deny access to or require the removal of any individual it reasonably deems unfit to be on the premises.
- 20.10 The Supplier accepts and retains full responsibility for all off-payroll obligations related to any subcontractors performing Services or Works, including taxes, national insurance, social security contributions, and any employment-related claims. The Supplier shall indemnify the Purchaser against any such liabilities arising under these Conditions or any PO/SoW.

Supplier's Employees

- 20.11 The Supplier retains full employer authority, management, and control over its employees whenever performing Services, executing Works, or providing any Deliverables under the PO/SoW. The provision of these Services, Works, or Deliverables does not transfer any aspect of the Supplier's employer responsibilities to the Purchaser regarding the Supplier's employees.
- 20.12 The Purchaser shall refrain from exercising any authority or control over the Supplier's employees that is typically reserved for the employer.
- 20.13 The Purchaser's instructions to the Supplier's employees are strictly limited to matters directly related to the Services, Works, or Deliverables specified in the PO/SoW. The Purchaser may issue operational instructions necessary for effective performance,



collaboration, and on-site well-being and safety requirements.

Relationship Between the Parties

- 20.14 The Purchaser and Supplier are independent contractors, and nothing in these Conditions, the PO, or the SoW shall create a partnership, joint venture, agency, or employment relationship between the Parties.
- 20.15 Neither Party has the authority to bind the other or act on the other's behalf unless expressly agreed in writing. Each PO/SoW is a contract for the provision of services and not a contract of employment.

No Publicity

- 20.16 The Supplier shall not, without prior written consent from the Purchaser, advertise or publicly disclose that it has entered into a PO/SoW, or that it has contracted to supply any Goods, Services, or Works as well as Deliverables to any company within the Purchaser's group.

Notice

- 20.17 Any notice or other communication required or permitted under these Conditions, PO, or SoW must be in writing and delivered either by hand, by registered mail, by courier, or by email to the addresses specified in the relevant PO/SoW.
- 20.18 Notices shall be deemed received: (a) on the date of delivery if delivered by hand or courier; (b) on the second business day after mailing if sent by registered mail; or (c) on the day of transmission if sent by email, provided no delivery failure notice is received.

Severability

- 20.19 If any provision of these Conditions, the PO, or the Statement of Work (SoW) is determined by a court or competent authority to be invalid, illegal, or unenforceable, that provision will be interpreted or adjusted, if possible, to the extent necessary to make it valid, legal, and enforceable.
- 20.20 If such interpretation or adjustment is not possible, the provision will be considered removed, but the rest of the agreement will remain in full effect.

Waiver

- 20.21 No failure or delay by either Party in exercising any right, power, or remedy under these Conditions, PO, or SoW shall constitute a waiver of such right, power, or remedy.
- 20.22 Any waiver must be in writing and signed by the Party granting it. A waiver on one occasion shall not prevent a Party from enforcing its rights on future occasions.

Costs of Negotiation

- 20.23 Unless otherwise expressly provided, each Party shall bear its own costs related to the negotiation, preparation, execution, and implementation of the PO or relevant Statement of Work (SoW), as well as any costs incurred in conducting related due diligence.

21 Governing Law and Jurisdiction

- 21.1 Statements of Work (SoWs), Schedules, or Annexes, shall be governed by and construed in accordance with the laws of Belgium, excluding the application of the United Nations Convention on Contracts for the Sale of Goods (CISG).
- 21.2 Any unresolved disputes arising out of or in connection with these Conditions, the PO, or SoW, shall be subject to the exclusive jurisdiction of the commercial courts of Antwerp, Belgium.

