



ANNEX 2: GENERAL CONDITIONS FOR THE PURCHASE OF GOODS BY SECUREX

1. SCOPE

These general conditions for the purchase of goods (hereinafter the General Conditions of Purchase) apply to all consultations (requests for tender or other, similar, procedures), quotations, orders and contracts for the procurement or supply of movables where the client or the buyer is one of the legal entities that form part of the economic entity known as the Securex Group (hereinafter the "Client").

Without the written and express consent of the Client, no derogations from the General Conditions of Purchase will be accepted.

Except with the written and express consent of the Client, the General Conditions of Purchase exclude all general and special conditions of the supplier of movables (hereinafter the "Supplier", regardless of the contrary provision the latter may seek to impose. Except with the written and express consent of the Client, all the clauses or conditions featuring on invoices, in correspondence or in any other document issued by the Supplier, including any retention-of-title clauses, shall therefore be regarded as non-existent and unenforceable against the Client.

Should the provisions of the General Conditions of Purchase be inconsistent with the provisions of any specific document agreed upon between the Client and the Supplier (special conditions, contract, Purchase Order...), the latter shall supersede on condition that the document in question was signed on behalf of the Client by two persons authorised to commit the Client.

2. QUOTATIONS FROM THE SUPPLIER

2.1. Unless otherwise specified in writing, each quotation issued by the Supplier shall be irrevocably binding on the latter for no less than sixty (60) calendar days, as of the date the quotation in question is received by the Client.

Aside from the VAT, the price stated in the Supplier's quotation shall be deemed to cover all fiscal and other charges that may be due on the goods, including, in particular, all the costs associated with the production, delivery, transport, packing, packaging and, where applicable, the return thereof, the relevant insurance policies, the import and/or export, any safety measures, the assembly, testing and/or installation that may be required to deliver the goods at the location specified by the Client. This purely indicative list shall by no means be regarded as restrictive.

2.2. The fact that the Client consulted a party (invitation to tender or similar procedure) does not give rise to any special obligation or commitment on its part vis-à-vis the tenderer or any other party consulted. More specifically, the Client is at any time, without notice or being liable for compensation, entitled to pull out of the consultation or to change the terms thereof, and at all times reserves the right to enter into a collaboration, at its own discretion, with the Supplier of its own choice, irrespective of whether the latter is a tenderer or not, and without having to provide reasons or justify its choice. In no case shall unsuccessful tenderers be entitled to compensation from the Client.

3. COMMITMENT RULES

Any purchase of movables (hereinafter the 'Purchase') shall be concluded based on the acceptance of an order the Client placed via a Purchase Order (as defined hereafter) or on signature of a Purchase Agreement between the Client and the Supplier (hereinafter the 'Purchase Agreement' and the 'Parties').

Purchases can also be entered into without a prior, formal, and separate order having to be placed, on condition that the Parties came to an immediate agreement and that the goods were delivered promptly.

The acceptance of the order by the Supplier can either be explicit or tacit. The mere delivery of the goods shall be regarded as an acceptance of the order by the Supplier. Furthermore, an order shall be deemed to have been accepted by the Supplier if it is executed strictly in compliance with the latter's quotation and this within the time limits of the option provided for in the relevant quotation.

By way of derogation from the foregoing, in cases where the Client needs written confirmation that the Supplier has accepted the order, the Purchase will not be concluded until the Client has received the said confirmation by the deadline stipulated. As long as the Client did not receive this written confirmation, the Client reserves the right to ipso jure cancel any order by simple notification without being liable for compensation.

Without prejudice to what has been stipulated in paragraph 2 of this article, the existence of an order can only be demonstrated on the basis of a written Purchase Order which, in principle, would have been transmitted electronically (hereinafter together with any annexes referred to as the 'Purchase Order'). Every agreement and every order from the Client shall be signed by two persons authorised to commit the Client and shall be formulated in writing, without prejudice to any electronic communications. In no case can any agreement and any order that is inconsistent with the above conditions be binding on the Client and neither can it be used to hold the Client liable under civil law, irrespective of the reason invoked.

In cases where a Purchase is concluded by several legal entities that form part of the economic entity known as the Securex Group, each of these legal entities can only be held liable for that part of the Purchase that relates to the legal entity in question.

4. DELIVERY

4.1 Delivery lead times

The delivery lead times and/or delivery schedule are/is specified in the Purchase Order or the Purchase Agreement and are/is strictly applicable. In terms of compliance with the delivery lead times or delivery schedule, the Supplier is bound by an obligation to achieve a result. If these delivery lead times are exceeded - cases of force majeure excepted - the Client reserves the right to cancel the Purchase and to demand compensation for the harm sustained.

Deliveries can be made on any working day between nine (9) and sixteen (16) hundred hours only. The Client is entitled to defer the delivery lead time, on condition that it notifies the Supplier to this end three working days in advance.

The Client is free to grant the Supplier an extension of the delivery lead time if a reason beyond the Supplier's control, which the latter cannot be held accountable for, prevents the Supplier from delivering within the contractual time limit.

The time of delivery is the date and time at which the goods must be delivered and fully put at the Client's disposal at the location specified by the latter.

4.2 Place of delivery

The address and place of delivery are specified in the Purchase Order or the Purchase Agreement.

4.3 Removal and processing of waste

The Supplier shall take away the packaging on the day it delivers or installs the goods unless the goods are to be stored by the Client. The Supplier shall see to it that any packaging is removed and processed in accordance with the regulations applicable at that point in time.

4.4 Documentation and additional services

The Supplier is due to supply the Client with all the information in written or electronic format (in particular concerning the composition of the products), documentation and particulars the latter may reasonably need to make optimum use of the goods. This information, documentation and these particulars shall be supplied in the language(s) specified by the Client.

The Supplier is also obliged to provide all the additional services the Client may reasonably need to make optimum use of the goods.

The costs associated with the services referred to in this article are deemed to be included in the price referred to in articles 2.1 and 6 of these General Conditions of Purchase.

4.5 Delivery instructions

The goods delivered must come with a delivery note. This note, which shall be issued for every destination and for every Purchase and for every batch, shall in particular state:

- the date and place of delivery;
- the order reference number;
- the identity of the Supplier;
- the identification of the goods delivered and, where relevant, their breakdown by pack.

Each pack shall be visibly labelled with the relevant order number, as specified on the aforementioned note. Unless otherwise provided, also an inventory of the content shall be included. Where necessary, the good delivered shall bear an individual identification mark.

Delivery shall be recorded based on a receipt issued in the name of the Supplier or by the signature of the duplicate of the delivery note. To be enforceable against the Client, the receipt or the duplicate of the delivery note must be signed by a representative of the Client and must legibly state his name, his position, and his telephone number. The Supplier is obliged to ensure that the person who takes receipt of the goods has the authority to represent the Client.

4.6 Late delivery penalties

Without prejudice to the accepted possibility open to the Client in virtue of article 4.1 of these General Conditions of Purchase, the Supplier shall ipso jure and without prior formal notice be liable for penalties calculated on the basis of the following formula any time the delivery lead time or, where applicable, the extension granted in accordance with article 4.1 of these General Conditions of Purchase, is exceeded, without the amount obtained being less than one hundred and twenty-five euro (EUR 125):

$$I = P \times R / 200 *$$

* I = amount of the penalties;

P = the price, excl. VAT, of the goods delivered late; R = the delay in number of calendar days.

In cases where the Purchase is rescinded, late delivery penalties will be charged until the date the rescission actually comes into effect.

This article does not apply to the cases of force majeure referred to in article 14 of these General Conditions of Purchase.



4.7 Inspection and acceptance

Within a reasonable period of time following delivery, the Client shall inspect the goods delivered at the place of delivery or at any other location specified in the Purchase Order or the Purchase Agreement for that purpose.

The goods delivered are deemed to have been accepted either once the Client has notified the Supplier thereof in writing, or on expiry of the reasonable period of time referred to above, which shall never exceed thirty (30) calendar days, as of the date of delivery, unless the Parties were to come to a different arrangement.

If the goods are stored by the Client or if the goods are not used immediately, so that they cannot reasonably be inspected within the above time limit, the Parties shall, prior to delivery, agree on an alternative mechanism which shall also determine the moment ownership and risk are transferred.

5. TRANSFER OF OWNERSHIP AND TRANSFER OF RISK

5.1. Unless otherwise stipulated by the Parties in writing, transfer of ownership and transfer of risk takes place at the moment the goods are accepted in accordance with article 4.7 of the present General Conditions of Purchase.

Until such time, the Supplier is obliged to insure the goods and to take any and all useful measures to prevent or contain their destruction or loss, and to protect its own interests by whatever means.

5.2. Specifically in relation to a Purchase, the Client and the Supplier can agree that all the goods, object of the Purchase or part thereof, are stored at the Client's premises or at any other location (incl. the Supplier's own premises) and this as specified in the Purchase Order or the Purchase Agreement. In that case, transfer of ownership and transfer of risk in relation to the goods thus stored shall not take place until these goods have been accepted in accordance with article 4.7 of these General Conditions of Purchase.

On acceptance, the Supplier shall act as custodian of the goods it is entrusted with the storage of, in accordance with the terms specified in the Purchase Order or the Purchase Agreement.

6. PRICE

The agreed price is fixed, final, non-reviewable and expressed in EUR.

Aside from the VAT, the price is deemed to cover all fiscal and other charges that may be due on the goods, including, in particular, the costs associated with the production, delivery, transport, packing, packaging, and the return thereof, the relevant insurance policies, the import and/or export, any safety measures, assembly, testing and/or installation, where applicable, that may be required to deliver the goods at the location specified by the Client. This purely indicative list shall by no means be regarded as restrictive.

Without the prior and written consent of the Client, no additional cost, of whatever nature, can be passed on to the Client. Any surcharge shall be the subject of a Purchase Order or Purchase Agreement that has been validly signed by two persons authorised to represent the Client.

The total of the amounts the Supplier may owe the Client - for whatever reason - shall be deducted from the price of the goods. This provision specifically applies to the late delivery penalties referred to in article 4.6 of the General Conditions of Purchase.

7. INVOICING AND PAYMENT

7.1 Invoicing

Invoices shall be sent to the address specified in the Purchase Order or the Purchase Agreement and shall as a minimum - include the following elements, without prejudice to the relevant legal provisions on the matter:

- the Client's full identity, VAT number included;
- the number of the Purchase Order or PO;
- the date and place of delivery;
- the name, identification no. and the unit price of each product;
- the total price, excl. VAT, expressed in EUR.

Payment of any invoice that does not meet the conditions set out in this article shall automatically be suspended without the Client being liable for default interest.

7.2 Payment

Payment shall only be due and effected on condition that the following cumulative conditions have been met:

- (a) upon presentation of an invoice issued in accordance with the formalities described in article 7.1 of these General Conditions of Purchase;
- (b) upon acceptance of the goods delivered in accordance with article 4 of the present General Conditions of Purchase;
- (c) thirty (30) calendar days after the conditions referred to sub points (a) and (b) have been fulfilled.

Cash payments are excluded.

8. WARRANTY



The Supplier guarantees that the goods delivered are in conformity with the Client's Order or Purchase Agreement and with all the local, regional, national, and European legal and regulatory requirements, in particular in terms of safety and the environment, and with whatever laws, regulations and standards applicable in the country where the goods are manufactured, used and/or delivered.

Furthermore, the Supplier guarantees that the goods meet the following requirements:

- They are of sound quality, new, free from defects and suitable for their intended use.
- They can function in the system or the environment they form part of.
- They meet the specifications and conditions communicated to the Supplier.
- They meet the desired and required specifications and conditions set by the Client.
- They are not the product of child exploitation and/or slavery, or of any form of illegal trade.

Furthermore, the Supplier shall safeguard the Client against hidden defects that may affect the goods. Any legal action by the Client for hidden defects shall be admissible if it is brought within twelve (12) months of the hidden defect(s) having been discovered, notwithstanding the application of a potentially longer term in the light of the nature of the good in question.

9. LIABILITY

The Supplier shall be fully liable for the consequences of any and all direct or indirect bodily harm or damage to property caused to third parties and/or the Client in performance of the Purchase by the Supplier, its appointees, authorised persons, subcontractors, or agents tasked with the execution of the Order or the Purchase Agreement and attributable to it/them on account of its/their precontractual, contractual or extracontractual liability.

10. SUSTAINABLE DEVELOPMENT

By accepting the Purchase Order or signing the Purchase Agreement, the Supplier is deemed to have accepted the 'Code of Conduct for Suppliers and Vendors', produced by the economic entity known as the Securex Group. Accordingly, the Supplier is in agreement with the Client's approach to the environment, human rights and human dignity as described therein, and undertakes to notify the Client without delay should it find that its undertaking is not fully compliant with the aforementioned Code of Conduct.

The Supplier is inter alia obliged to:

- automatically and in advance report any environmental and/or social nuisance the goods themselves and/or in combination with other goods and/or service may cause;
- try to contain such nuisance of its own accord, even if the Client never asks it to do so, and to supply the Client with all the relevant information to allow the latter to assess the ensuing consequences.

The Client shall cancel any Purchase if it subsequently turns out that the goods pose a hazard to man or the environment or generate waste subject to environmental standards.

11. LOYALTY

The Supplier undertakes not to confer any direct or indirect benefit in exchange for or in consideration of the Purchase on any natural person or legal entity directly linked to the Client in virtue of an employment contract, a mandate or other agreement.

In the event of non-compliance with this undertaking, the Supplier shall ipso jure and without formal notice owe the Client flat-rate damages of twenty-five thousand euro (EUR 25,000), potentially increased by the adequate amounts to ensure that the harm caused is repaired in full, without prejudice to any other rights the Client may assert under common law or the Purchase Agreement.

12. CONFIDENTIAL INFORMATION

12.1 Confidentiality

The Supplier is obliged to keep any Confidential Information regarding the Client it may obtain in the course of consultations, negotiations, the conclusion or the execution of an Order or Purchase Agreement confidential.

'Confidential information' in particular means any information and/or data relating to its relationship with the Client - inter alia the Agreement itself -, the Client's business, the Client's personnel, clients, subsidiaries and suppliers, its instructions and internal working procedures, its buildings and equipment, its plans, schedules, diagrams and overviews, the functioning of the hardware, the files, the software and the assets of the Client, regardless of the manner in which the Supplier took cognisance thereof.

In this context, the Supplier is obliged to use that information in a secure manner and exclusively for the purposes it was provided with that information.

The Supplier is obliged to also impose the aforesaid obligation of confidentiality on any natural persons and legal entities it tasks with the performance of its obligations. At the Client's request, the Supplier shall provide the Client with any document the latter may specify - among which the confidentiality agreements - to allow the latter to establish whether the Supplier has met its obligations in that area.

The Supplier is also obliged to take any reasonable measures to prevent that third parties, by whatever means, could take cognisance of the Confidential Information referred to in this article, in particular in terms of security measures. In this context, the Supplier can only retain this type of information for the duration necessary to meet its contractual obligations.

It is hereby expressly agreed that the obligations of confidentiality do not apply to information that:

- (a) was in the public domain at the moment of its disclosure (other than through a breach of the contractual relationship);
- (b) is communicated to the Supplier by a third party who does not violate any obligation of confidentiality in doing so;
- (c) must be disclosed in virtue of a law, a governmental regulation, an applicable rule, or the applicable law or in virtue of a decision by a competent court;
- (d) was developed by the Supplier independently, without any reference to the Confidential information.

Where one of the aforesaid exceptions proves to be applicable, the Supplier shall in any case undertake not to engage in anything that might sully the Client's name and reputation.

In the event of non-compliance with this undertaking, the Supplier shall ipso jure and without formal notice owe the Client flat-rate damages of twenty-five thousand euro (EUR 25,000), potentially increased by the adequate amounts to ensure that the harm caused is repaired in full, without prejudice to any other rights the Client may assert under common law or in virtue of the contractual relationship.

12.2 Personal data

All the personal data the Supplier may take cognisance of in the context or as a result of the contractual relationship with the Client are strictly confidential and the Supplier undertakes to treat them as such.

The Supplier confirms that it has implemented the appropriate technical and organisational measures to ensure that the processing of the personal data it may take cognisance of in the context or as a result of the contractual relationship with the Client meets the relevant requirements concerning the protection of persons referred to in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC and also guarantees such protection.

The Supplier undertakes to comply with the provisions of the aforesaid Regulation at all times.

The Supplier's obligations referred to in this article also apply to any natural persons and legal entities it may entrust with the performance of its obligations.

The Supplier confirms to have imposed the same obligations on the contractors it avails of in the context of the execution of the Purchase concluded with the Client.

In the event of non-compliance with this article, the Supplier shall ipso jure and without formal notice owe the Client flat-rate damages of twenty-five thousand euro (EUR 25,000), potentially increased by the adequate amounts to ensure that the harm caused is repaired in full, without prejudice to any other rights the Client may assert under common law or in virtue of the contractual relationship with the Supplier.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Ownership

All the intellectual property rights pertaining to one of the Parties before this Purchase is concluded shall continue to belong to that Party.

With the exception of '*commercial off-the-shelf software products*' and unless expressly provided otherwise in writing, the intellectual property rights in 'Deliverables' shall unconditionally and immediately belong to the Client, as of the date they come about. The Client grants the Supplier a free, non-exclusive, and non-transferable licence - including the right to grant its subcontractors a sublicense - to use the 'Deliverables' for the duration of the execution of the Purchase and thereafter, insofar as this use may be required to supply the services.

'*Commercial off-the shelf software products*' means any programs that are ready for use and are offered for sale to the public at large.

'Deliverables' means the result of the services referred to in article 4.4 of these General Conditions of Purchase to be supplied by the Supplier (or one of its subcontractors), in accordance with the Purchase Order or the Purchase Agreement.

The Supplier expressly and irrevocably recognises that all the intellectual property right in these data or any other information the Client may supply it with shall remain the sole property of the latter.

13.2 Compensation

The Supplier shall safeguard the Client against any legal action it may become embroiled in because of a breach or suspected breach of intellectual property rights, because of the use of the goods and/or services referred to in article 4.4 of these General Conditions of Purchase.

The Client shall notify the Supplier of any such legal action without delay.



If the Client, as a result of any such action or the ensuing award against it, must discontinue the use of all or part of the solutions resulting from the services supplied and/or the goods delivered and/or the services referred to in article 4.4 of these General Conditions of Purchase, the Supplier shall, at its own expense and in consultation with the Client:

- either acquire the right to continue using the solutions resulting from these goods and/or services on behalf of the latter;
- or adjust or replace these solutions and/or these goods in such a way that the infringement comes to an end;
- or take back the goods or discontinue the provision of the services that gave rise to the infringement and pay back the amounts paid in virtue of the Order or the Purchase to the Client;

the foregoing without prejudice to the Client's right to be indemnified for the prejudice sustained.

14. TRADEMARK

The Supplier is not permitted to use the trademark, name or logo of the economic entity known as the Securex Group without having obtained the Client's written consent in advance. On the assumption that the Supplier is granted this right of use, the latter undertakes to use the mark(s) in question in accordance with the instructions and rules of conduct the Client communicated.

In the event of non-compliance with this article, the Supplier shall ipso jure and without formal notice owe the Client flat-rate damages of twenty-five thousand euro (EUR 25,000) per infringement, potentially increased by the adequate amounts to ensure that the harm caused is repaired in full, without prejudice to any other rights the Client may assert under common law or in virtue of the contractual relationship with the Supplier.

Furthermore, the Supplier shall be obliged to discontinue any unauthorised use of the trademark, name, and logo forthwith and ipso jure and without prior formal notice be fined one thousand euro (EUR 1,000) per day the infringement of this article persists and this as of the day the Client's registered letter, fax and/or email is received.

15. SUSPENSION - LIEN - OFFSETTING

The Supplier is permitted to suspend its obligations vis-à-vis the Client in the cases provided for in article 16 of the General Conditions of Purchase only.

In that case, the Supplier is not entitled to exercise whatever lien over the goods that belong to the Client or were placed under its responsibility.

Furthermore, the Supplier is not permitted to assert any form of offsetting either.

16. FORCE MAJEURE

The Supplier cannot be held liable for any breach of its contractual obligations if that breach was caused by force majeure.

Force majeure means any temporary or definitive obstacle that prevents the Supplier from meeting its obligations. However, that obstacle must have been caused by facts and circumstances it was not or could not have been aware of at the moment the contractual relationship was entered into, and which qualify as unexpected, unforeseeable, and unavoidable and which render its services impracticable, even if more expensive resources were to be resorted to.

The concept Force Majeure covers the following situations only: war, riots and insurrection, fire or flooding caused by a natural disaster, including any other facts or circumstances the Parties jointly qualified as an event of force majeure.

Breaches of the contractual obligations by third parties vis-à-vis the Supplier do not qualify as events of force majeure unless they were effectively caused by an event of force majeure.

In cases of an event of force majeure, compliance with the Supplier's obligations shall be suspended in whole or in part.

If the Supplier invokes an event of force majeure it is obliged to notify the Client of the nature thereof, of the date at which the incident occurred and of the date at which the event of force majeure will come to an end without delay and in any case within three (3) working days. In that case, the Supplier is obliged to do everything in its power to limit the impact thereof on the Client inasmuch as possible.

In cases where the event of force majeure persists for sixty (60) calendar days continuously or if, at the start, it is expected that this time limit will be exceeded, or if the event of force majeure reoccurs, the Client shall ipso jure be entitled, without having to seize the courts, to terminate the contractual relationship without being liable for any compensation.

The present article can also be applied in the opposite direction should the Client be impacted by an event of force majeure.

17. COMMUNICATION

Addresses for service (email addresses included) agreed upon in the Purchase Order or the Purchase Agreement excepted, all communications between the Parties will have to take place at the registered office of the recipient.



Correspondence involving a formal notice, or the exercise of a given right subject to a specific deadline, shall be sent by registered post only.

18. APPLICABLE LAW AND PARTIAL LEGALITY

The relationship between the Client and the Supplier is exclusively governed by the Belgian material legal standards. Any disputes arising out of the realisation, performance and interpretation of the present General Conditions of Purchase or any Purchase governed by these conditions shall exclusively be subject to the jurisdiction of the courts of Brussels.

The nullity, unlawfulness, or unenforceability of any one of these present General Conditions of Purchase will not in any way affect or compromise the validity and applicability of the other clauses. In that case, the provision in question shall be considered null and void.