



## **GENERAL PURCHASE TERMS AND CONDITIONS** **TELENET GROUP BVBA/SPRL**

### **1. Definitions**

The following terms, when written with capital initial letter, either in singular or plural, shall have the following meaning.

**1.1 “Contract”:** the contract between the Purchaser and the Supplier, which shall consist of the Purchase Order, these General Conditions, the specifications and such other terms referred to in the Purchase Order.

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

**1.3 “General Conditions”:** These general purchase terms and conditions.

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

**1.5 “Purchaser”:** Telenet Group BVBA/SPRL, Neerveldstraat 105, 1200 Brussels.

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

### **2. Scope**

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

### **3. Purchase Orders**

To validly bind the Purchaser, a Purchase Order shall be issued by a Purchaser authorized representative. Each Purchase Order shall be deemed to incorporate the provisions of these General Conditions and shall be subject to such, unless expressly agreed otherwise by the parties. In the event of a conflict between the terms of the Purchase Order and the General Conditions, the General Conditions will take precedence provided, however, that the terms of the Purchase Order shall prevail to the extent that such terms expressly override the terms in the General Conditions.

### **4. Acceptance of a Purchase Order**

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

### **5. Packaging**

**5.1 Package.** The Deliverables shall be packaged and handled in compliance with all the relevant national and international legislation and regulations, and shall also conform to the specifications made in this regard by the Purchaser in the Purchase Order, or in the absence of such specifications, to the specifications that are usually made for similar Deliverables in the normal course of business. Any damage caused to the Deliverables due to lack of suitable protection shall be borne by the Supplier. The Purchaser shall not be required to assert any claims for loss or damage against the carrier involved.

**5.2 Ownership of the packaging.** Ownership of the packaging shall transfer to the Purchaser without the Supplier being able to claim its value.

### **6. Documentation and Marking**

The Deliverables shall be accompanied by all available associated documentation and a dispatch note. The associated documentation shall include (without limitation) all relevant information on the Deliverables (such as warranty statement) and all operating and other instructions/information about any risk to life, health, safety or the environment arising out of the transportation, handling, storage and use of the Deliverables as required under any applicable law. The dispatch note shall contain in particular the Supplier’s full name and address, the Purchase Order number, the description of the Deliverables, the Purchaser’s product code, the quantity delivered per box and per pallet, as well as all markings required by Belgian and European regulations. The Purchaser reserves the right to return any Deliverables that arrive without a dispatch note at the expense and risk of the Supplier, and in any case to have him bear any charges and expenses due to the lack of information upon the arrival of the consignments.

### **7. Delivery**

**7.1 Time of delivery.** Supplier warrants that it has sufficient business capacity in order to perform the Contract in a timely and appropriate manner. Delivery of products or performance of services shall be made at the time specified in the Purchase Order or within the period agreed by the parties in writing. Such date or term is binding and the Supplier shall be automatically in default by the non-respect of this date or term, Purchaser not being obliged to give notice of default. In such event, and without prejudice to any other rights or remedies available under the applicable law to obtain full compensation for the incurred costs and damages, Purchaser is entitled to: (i) reject the parts of the Deliverables that have been delivered late, (ii) after a grace period of one week, notify the release from all further obligations under the relevant Purchase Order and (iii) damages equal to 10% of the value of the late Deliverables.

Excepted in case of a prior written agreement, delivery shall take place during normal office hours (from Monday through Friday from 8h to 17h) and in compliance with Purchaser’s instructions (e.g. for deliveries to the warehouse of Purchaser).

**7.2 Assembly and installation.** If assembly and/or installation by Supplier are comprised in the Deliverables, this shall occur according to the schedule approved in advance by



Purchaser in writing and Supplier shall frequently report upon the progress.

## **8. Defects - Acceptance**

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

**8.2 Control.** The Purchaser shall be entitled to control the object of the delivery at the Supplier's premises, or at the premises of his subcontractors, at any level and in any stage of the production process.

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

**8.4 Non-conformity.** Notwithstanding prior payment, the Purchaser may refuse any delivery that does not conform to the provisions of the Contract. The Supplier shall be obliged to take back at his own risk and expense, the Deliverables refused or those that exceed the quantities ordered, even if they have already been put into store.

The Purchaser shall also be entitled to either terminate the Contract according to Article 9.1 of the present terms, or ask that the Deliverables be replaced as soon as possible at the Suppliers' sole cost and risk, without prejudice to the Purchaser's right to claim full compensation.

## **9. Termination**

**9.1 Termination for reason.** If the Supplier commits a breach of an obligation contained in the Contract, becomes insolvent, makes any composition or arrangement with its creditors, has a receiver appointed over any part of its undertaking or is compulsorily or voluntarily wound up, or involved in any insolvency procedure, or if the Purchaser reasonably believes that such events may occur, the Purchaser shall be entitled, without prejudice to its legal rights or remedies, to suspend performance of or to terminate the Contract without prior notice and with immediate effect and in the event of termination to keep any Deliverables or any items belonging to the Purchaser and to enter the Supplier's premises for that purpose, subject to possible legal restrictions.

If the Contract is terminated for cause as mentioned above, the Purchaser shall not be obliged to provide compensation in any form. The Supplier shall repay immediately the costs already incurred and monies unduly paid by the Purchaser, without prejudice to the Purchaser's right to claim full compensation.

**9.2 Termination for convenience.** The Purchaser may also terminate the Contract for convenience at any time by registered letter with respect of one (1) week notice, commencing on the date of the postmark. The Supplier shall

not have any right to claim compensation as a result of termination under this paragraph, except if the Supplier informs Purchaser by registered letter within 3 business days from delivery of the notice of termination proving that production had already commenced before receipt of the notice of termination. In the latter case, the Purchaser shall be entitled to choose between taking delivery of what has been produced already and compensating the Supplier for the costs already incurred. In the case of supply of services, no other compensation shall be due than the payment of the work already performed to the exclusion of any other damages such as, but not limited to, loss of profit or loss of turn over. In the case the parties have agreed in writing that Purchaser pays in advance for ongoing services, Supplier shall repay immediately to Purchaser the amount paid in advance by Purchaser for the period after the termination of the Contract.

**9.3 Restitution.** In the event of termination, or in that of expiration, for any reason whatsoever, the Supplier shall (i) return to the Purchaser within 24 hours all documents and all other articles or items that might have been made available to the Supplier in the framework of the Contract and (ii) destroy all such documents and other articles or items and certify to the Purchase that it has done so.

## **10. Safety**

The delivery operations, the provision of services, performed on the premises of the Purchaser by the personnel of the Supplier or by the personnel of its subcontractors, shall be carried out under the Supplier's sole responsibility with respect to the health and safety of its personnel and the personnel of its subcontractors. This responsibility shall in particular extend to any violation of the statutory labour protection laws and regulations regarding matters of protection at work. Supplier shall comply, and shall cause its subcontractors to comply, with all applicable laws, rules and regulations relating to health and safety. Whenever Supplier or any of its subcontractors has any personnel on the premises of the Purchaser, Supplier shall fully comply, and shall cause such personnel to comply, with all of the regulations and directives of Purchaser with respect to safety, security, entrances, parking areas, sanitation, and other provisions for maintenance of good order.

## **11. Invoices**

**11.1 Address.** Invoices shall be made out in the name of the company for account of which the order was placed and shall be sent in PDF format to [apinvoice@basecompany.be](mailto:apinvoice@basecompany.be) with following entity details: Telenet Group BVBA/SPRL, Finance AP, Neerveldstraat 105 1200 Brussels, Belgium, BE0462.925.669. One invoice and attachments in one Pdf document together and only one receiver per email.

**11.2 Invoice.** Except where otherwise agreed, each Purchase Order shall require a separate invoice which must show the Purchase Order number. Any invoice not conforming to this requirement will not be recorded and payment to the Supplier will be delayed.

**11.3** Each invoice must contain at least the following information:

- (i) the number of the relevant Telenet Group Purchase Order and order item;



- (ii) the applicable location of delivery;
- (ii) the value-added tax;
- (iv) any discounts if applicable;
- (v) the total sum charged.
- (vi) the purchase order number to which it refers
- (vii) Telenet Group's registered office
- (viii) Telenet Group's VAT number

11.4 Unless otherwise agreed in the Purchase Order, the Deliverables shall be invoiced after acceptance as provided in Article 8.3 of the present terms.

## 12. Prices

12.1 **Total prices.** Unless expressly stated to the contrary, prices stated in the Purchase Order are (i) fixed, (ii) exclusive of VAT (if any), but including all other costs, including, but not limited to taxes, duties, levies, charges, travel costs, expenses, incidentals etc. and (iii) inclusive of the costs of packaging.

12.2 **Final prices.** Prices set out in the Contract are final and shall not be modified unless agreed to otherwise between the parties. Price increases are in any event excluded.

## 13. Payment

13.1 **Period.** Unless otherwise expressly agreed in writing, the invoices are payable within 90 (ninety) days after date of receipt of a correct invoice. Payment does not in any way imply either acceptance or agreement by the Purchaser that the Deliverables are conform to the Contract and shall in no way imply a waiver of any right arising from the Contract. Under no condition shall Supplier be entitled to suspend or interrupt any deliveries or services in case of late or incomplete payment under any agreement by the Purchaser.

13.2 **Set-off.** The Purchaser may without notice to the Supplier set-off any amounts owed by the Supplier to the Purchaser under any order or agreement or the performance thereof, whether or not Supplier disputes such amounts, against any amounts owed by the Purchaser to the Supplier, regardless of the places of payment or currencies of the respective amounts.

13.3 **Non-payment.** Should the Purchaser fail to pay any undisputed amount in accordance with this article the Supplier shall serve the Purchaser notice by registered letter. If, within 15 (fifteen) calendar days after receipt of such notice, the Purchaser still has not paid the undisputed amount in arrears the Supplier shall be entitled to charge an interest for such undisputed amount at the current legal rate, as established pursuant to the law of 5 May 1865, calculated from the date following the date on which the payment was due until the date of actual payment. It is expressly agreed that the Belgian Law of 2 August 2002 on combating late payment in commercial transactions shall not apply.

## 14. Confidentiality

14.1 **Confidential obligation.** The Supplier undertakes to keep confidential with respect to any third party all information or documents which have come to his knowledge within the framework of the Contract. This obligation of confidentiality shall continue to apply until this information becomes public otherwise than through unauthorised disclosure by the

Purchaser. The Supplier shall impose the same obligation on employees and/or third parties called to perform the Contract.

14.2 **Press release.** The Supplier shall not issue any press release, public announcement or other disclosure relating to the existence, the purpose and the content of the Contract or use the name, trademark or logo of the Purchaser or any of its affiliates without their prior written agreement including, without limitation, in promotional or marketing material or on a list of customers.

14.3 **Duration.** The obligations and restrictions set forth in this article shall remain in effect 5 (five) years after expiration or termination of this Contract.

## 15. Privacy and data protection

15.1 **Belgian Data Privacy Act.** The parties shall respect all the provisions of the Belgian Data Privacy Act of "8 December 1992 » (transposing the Directive 95/45/EC on the protection of individuals with regard to the processing of personal data), and his implementing Royal Decrees. For the purpose of the following clauses, "personal data", "process/processing", "data subject" shall have the same meaning as in the Belgian Data Privacy Act.

15.2 **Warranties.** The execution of the Contract might imply that Purchaser transfers personal data to the Supplier, who therefore warrants:

- a) to only use the personal data for the purpose of the execution of the Contract;
- b) not to store the personal data for a duration exceeding the time needed to execute the obligations of the Contract;
- c) to refrain from communicating the personal data to third parties others than individuals acting under his authority;
- d) to take the technical and organizational measures that are necessary to protect personal data from accidental or unauthorized destruction, accidental loss, as well as from alteration, access and any other unauthorized processing of the personal data;
- e) to ensure with due care that the data are kept up-to-date, and that incorrect, incomplete and irrelevant data, as well as data that were obtained or further processed in violation of the Belgian Data Privacy Act, are rectified or erased;
- f) to ensure that the number of individuals acting under his authority, as well as the access to the data and the possible operations carried out on it, are limited to what is necessary for these individuals to fulfil their duties or to whatever is necessary for the requirements of the service;
- g) to inform all individuals acting under his authority, of the provisions of the Belgian Data Privacy Act and its implementing decrees, and of all relevant provisions in respect of the protection of privacy in relation to the processing of personal data.

## 16. Intellectual Property

16.1 **Use.** Unless otherwise agreed in writing, Supplier is not entitled to use any trademarks, logos and/or any other intellectual property rights owned by Purchaser. Upon prior



written approval of the Purchaser, Supplier shall only use these intellectual property rights in accordance with the instructions of Purchaser. Supplier shall not misrepresent or breach such intellectual property rights. Supplier shall inform Purchaser immediately of any infringement or possible infringement of any of Purchasers' intellectual property rights.

**16.2 Ownership.** Any invention or discovery (whether patentable or not), copyright (rights of reproduction, publication, representation, adaptation, and modification), design and model right or confidential know-how or other intellectual property ("IPR") conceived, produced, or reduced to practice by the Supplier in performing the Contract which relates to the Purchaser's business or is based on information or materials supplied by the Purchaser shall be the Purchaser's exclusive property. No royalty or other payment shall be due from the Purchaser in respect of such assignment and the Supplier will, at the Purchaser's sole expense, execute all formalities necessary for such assignment to the Purchaser.

The Purchaser shall be granted such assignment for the whole world, it being understood that the rights are transferred for the same duration as the applicable statutory duration of protection of the intellectual property rights, in accordance with national and international rules and regulations in force in each national territory.

**16.3 Rights of third parties.** The Supplier guarantees that the use of the Deliverables constitutes no infringement on any right of a third party pertaining to intellectual or industrial property and shall defend, indemnify and hold harmless Purchaser in that matter against any and all claims of third parties.

## **17. Warranties and Indemnification**

**17.1 Warranties.** The Supplier warrants that the Deliverables: (i) will comply with the specification and all applicable laws and regulations and other requirements that the Purchaser may reasonably impose (ii) in the case of goods, be new and not contain any used or reconditioned parts or materials (iii) shall be free from liens, sureties, privileges and defects, shall be of satisfactory quality and shall be suitable for the Purchaser's intended purposes to the extent that such purposes are known or ought reasonably be known to the Supplier and (iv) in the case of services, will be performed diligently and will comply with the strictest professional criteria.

The Supplier shall inform itself in advance of the use and purpose of the products and guarantees that the products are fully suitable for the specific intended purpose.

The Supplier further warrants that:

- a) He is licensed, registered and qualified under local regulation to provide the goods or services encompassed in the Contract;
- b) All information provided by him to Purchaser is correct and complete.

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

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

**17.4 Remediation.** Should a Deliverable show any error or defect or otherwise not be in conformity as specified in article 8.1 during the warranty period, the Supplier shall at its own cost remedy the non-compliant Deliverable within 15 (fifteen) calendar days from notification by the Purchaser, which means that the Supplier shall, at the Purchaser's option either repair such non-compliant Deliverable to be fully compliant or replace such Deliverable by an equivalent Deliverable that is fully compliant or, in the case of a service, perform such again until fully compliant, without prejudice to the Purchaser's right to claim full compensation.

**17.5 Termination.** Purchaser will have the right to terminate immediately the Contract in case of breach of any of the above representations and warranties, without prejudice of any damages that may have been caused to Purchaser or any other party in that respect. In the event of such termination, the Supplier will not be entitled to any further payment, regardless of any activities undertaken and services performed in the frame of the Contract.

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

Any attempt by the Supplier to limit, disclaim, or restrict any of the warranties above or any of the remedies of the Purchaser, shall be null, void and ineffective without Purchaser's prior and express written consent.

## **18. Insurance**

Supplier shall maintain and keep in force adequate business and products liability insurance. If Supplier delivers products to Purchaser, Supplier's insurance shall include all costs related to recall such products. The insurance is to be valid for the term of the parties' business co-operation and for a period of 5 (five) years hereafter. Upon Purchaser's first request, Supplier shall provide Purchaser with certificates of insurance evidencing such coverage within a period of 30 (thirty) days after such request. Failure to do so will entitle Purchaser to terminate the Contract pursuant to article 9.1.

## **19. Specific obligations for foreign Suppliers of services**

The Supplier represents and guarantees being fully informed of and to comply with the legal conditions to engage employees or self-employed persons in Belgium, in particular the mandatory provisions under employment, social security and immigration law. If Purchaser is penalized as a result of non-compliance of the above-mentioned obligations by Supplier, its employees and/or self-employed persons, the Purchaser is entitled to full recourse from Supplier, inter alia by setting off invoices. If the Supplier partially or fully sub-contracts the assignment (subject to Purchaser's prior consent) to a foreign business, the Supplier shall be liable for



the compliance with above-mentioned obligations by such foreign business.

## **20. Audit**

The Purchaser shall have the right upon reasonable prior notice at any time during the term of the Contract to audit, at the Purchaser's cost, the Supplier's systems, processes, procedures, practices, supporting documentation, financial and other books relating to the Contract, as shall be necessary in the Purchaser's opinion to determine and verify the Supplier's compliance with its obligations under the Contract and/or to enable the Purchaser to meet applicable regulatory requirements.

## **21. General**

**21.1 No assignment or sub-contracting.** The Supplier shall not assign or sub-contract any of its rights or obligations under the Contract without the Purchaser's prior written consent. The Supplier shall remain liable for the acts and omissions of its sub-contractors as if such acts and omissions had been performed by the Supplier.

**21.2 Non-enforcement.** The failure of a party to enforce a provision of the Contract shall not constitute a waiver or affect its right to enforce such provision.

**21.3 Modification or alteration.** No modification or alteration of any kind to the Contract shall be made except in writing duly signed by authorized representatives of each party.

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

## **22. Jurisdiction – Competence**

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

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