



GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

November 2025



1. SCOPE

The present general terms and conditions for the purchase of goods and/or services (hereinafter referred to as the 'General Terms and Conditions of Purchase') apply to consultations (requests for quotations or other similar procedures), quotations, orders and contracts for the purchase or delivery of movable goods or services where the client or purchaser is one of the legal entities that form part of the Moore Group (hereinafter referred to as the 'Client'). The Moore Group comprises all companies affiliated with Moore Belgium BV, as well as any company approved by the governing body of Moore Belgium BV with which a company of the Moore Group has a formal written cost-sharing agreement (as well as companies affiliated with such approved companies).

No deviation from the General Terms and Conditions of Purchase will be accepted without the Client's express written consent.

Unless expressly agreed in writing by the Client, the General Terms and Conditions of Purchase exclude all general and special terms and conditions of the supplier of movable goods and/or services (hereinafter referred to as the 'Supplier'), regardless of any provision to the contrary of the latter. Unless expressly agreed in writing by the Client, all clauses or conditions mentioned on or in invoices, correspondence or any other document originating from the Supplier, including clauses relating to retention of title, shall therefore be considered non-existent and unenforceable against the Client.

2. QUOTATIONS FROM THE SUPPLIER

2.1. Unless otherwise specified in writing, any quotation drawn up by the Supplier shall be irrevocably binding on the latter for a period of at least sixty (60) calendar days from the date of receipt of the quotation in question by the Client.

Apart from VAT, the price stated in the Supplier's quotation is deemed to cover all tax or other charges that may be payable on the goods or services, including all costs related to production, delivery, transport, packaging, packaging materials and any return shipment, the respective insurances, import and/or export, any safety measures, assembly, tests and/or installation that may be necessary to deliver the goods or services to the location specified by the Client. This purely indicative list shall in no way be construed as restrictive.

2.2. The fact that the Client has consulted a party (request for quotation or similar procedure) does not give rise to any special obligation or commitment on its part towards the tenderers or any other recipient of such a consultation. More specifically, the Client has the right, at any time, without notice or compensation, to abandon the consultation or to change its terms and conditions, and it retains at all times the right to enter into a partnership with the Supplier of its choice, at its sole discretion, regardless of whether or not that Supplier is a tenderer, and without having to justify or explain its choice. The unsuccessful tenderer shall in no case be entitled to claim any compensation from the Client.

3. RULES OF COMMITMENT

Any purchase of movable goods and/or services (hereinafter the 'Purchase') shall be concluded by the Supplier's acceptance of an order placed by the Client via an Order Form (as defined below) or by the signing of a purchase agreement between the Client and the Supplier (hereinafter the 'Purchase Agreement' and the 'Parties').

A Purchase may also be concluded without a prior, formal and separate order having been placed, provided that the Parties have immediately reached an agreement and the delivery of the goods and/or services has taken place immediately.

The acceptance of the order by the Supplier may be explicit or tacit. The mere fact of the delivery of the goods and/or services constitutes acceptance of the order by the Supplier. Furthermore, the order is deemed to have been accepted by the Supplier when it is carried out strictly in accordance with its quotation and within the terms of the option provided for in the respective quotation.

Notwithstanding the foregoing, if the Client requires written confirmation of the Supplier's acceptance of the order, the Purchase shall only be concluded after receipt of this confirmation by the Client within the term specified by him. As long as the Client has not received this written confirmation, it reserves the right to cancel any order by operation of law by means of a simple notification, without being liable for any compensation.

Without prejudice to the provisions of paragraph 2 of this article, the existence of an order can only be demonstrated by means of a written order form, which in principle was sent electronically (hereinafter referred to, together with any attachments, as the 'Order Form'). Any agreement and any order from the Client must originate from and be signed by persons authorised to bind the Client and must be formulated in writing, without prejudice to any communication by electronic means. Any agreement or order that does not comply with the above conditions shall in no way be binding on the Client and cannot be used to hold it liable under civil law, regardless of the reason given.

If a Purchase is concluded by several legal entities that are part of the Moore Group, each of these legal entities shall only be held liable for the part of the Purchase that relates to the legal entity in question.

Prior to the Purchase of services, the Supplier shall be deemed, if necessary, depending on the nature and complexity of the services:

- to have visited, inspected and studied the place where the services are to be performed;
- to have taken full note of the plans and technical specifications (of any installations);
- to have obtained a copy of the Client's internal health and safety guidelines;
- to have received the requested copies (in particular of the necessary plans, specifications and descriptions);
- to have received an appropriate response to all requests for additional information.

The Supplier hereby acknowledges the possibility of providing the services. As the Supplier specialises in the services it offers to the Client, it must, if it deems it necessary, formulate reasoned reservations, which may or may not be directly related to the performance of the services.

4. DELIVERY

4.1 Delivery period

The delivery period and/or schedule shall be specified in the Order Form or the Purchase Agreement and shall be strictly applicable. The Supplier has an obligation of results with regard to compliance with the delivery period or schedule. If the delivery period or schedule is exceeded, except in cases of force majeure, the Client reserves the right to cancel the Purchase and claim compensation for the damage suffered.

Delivery can only be made on a working day, between nine (9) and sixteen (16) hours. The Client has the right to suspend the delivery period, provided that it notifies the Supplier three working days in advance.

The Client may grant the Supplier an extension of the delivery period if a reason beyond the Supplier's control and for which the latter cannot be held liable prevents delivery within the contractual period.

The time of delivery of goods is the date and time at which the goods must be delivered and made fully available to the Client at the location specified by the Client.

4.2 Place of delivery

The address and place of delivery of goods and services will be specified in the Order Form or the Purchase Agreement.

4.3 Coordination with the Client

The Supplier of services will consult with the Client as often as possible and will generally do so whenever necessary. The Supplier undertakes to keep the Client regularly informed of the progress of its assignment. In order to resolve any problems that may arise in the course of the assignment, as well as to provide the services in coordination with other parties that may be involved, the Supplier is obliged, at the request of the Client, to attend the meetings convened for this purpose.

4.4 Removal and processing of waste materials

As the delivery is carried out, the Supplier shall take back all packaging materials originating from the items, substances and products that may be used in the provision of the delivery, at the latest upon completion of the delivery, unless the delivered goods are stored by the Client. The Supplier shall ensure that the packaging materials are removed and processed in accordance with the regulations applicable at that time.

4.5 Documentation and additional services

The Supplier is obliged to provide the Customer with all information (in particular concerning the composition of the products), documentation and information in written or electronic form that the latter may reasonably require in order to make optimum use of the goods delivered. This data, documentation and information must be provided in the language(s) specified by the Customer.

At the same time, the Supplier is obliged to provide all additional services that the Customer may reasonably need in order to make optimal use of the goods and services delivered.

The costs specific to 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 Terms and Conditions of Purchase.

4.6 Delivery instructions

Delivered goods must be accompanied by a delivery note. This note, which is drawn up for each destination and for each Purchase and each lot, shall state in particular:

- the date and place of delivery;
- the reference to the order;
- the Supplier's identification;
- the identification of the goods delivered and, if necessary, their distribution per package.

Each package must be visibly marked with the respective order number, as it appears on the aforementioned note. Unless otherwise specified, the inventory of its contents is also included. If necessary, the delivered goods must be marked with their own identification mark.

Delivery shall be confirmed by the delivery of a receipt to the Supplier or by the signing of a duplicate of the delivery note. In order to be enforceable against the Client, the receipt or duplicate of the delivery note must be signed by a representative of the Client, with a legible indication of his name and position.

4.7 Moratorium fees

Without prejudice to the recognised possibility for the Client under Article 4.1 of these General Terms and Conditions of Purchase, if the - delivery period, possibly extended in accordance with Article 4.1 of these General Terms and Conditions of Purchase, is exceeded, the Supplier shall be liable by operation of law and without prior notice of default to pay compensation calculated on the basis of the following formula, without the amount thus obtained being less than one hundred and twenty-five euros (EUR 125), and without prejudice to the Client's right to prove and claim higher damages suffered:

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

* I = the amount of compensation;

P = the price, excluding VAT, of the goods/services delivered late;

R = the number of calendar days of delay.

In the event of termination of the Purchase, moratorium compensation will be charged up to the day on which the termination actually takes effect.

This article does not apply to cases of force majeure as referred to in Article 17 of these General Terms and Conditions of Purchase.

4.8 Inspection and acceptance

4.8.1 Goods

The Client shall inspect the delivered goods within a reasonable period of time after delivery, at the place of delivery or at any other location specified for this purpose in the Order Form or the Purchase Agreement.

The delivered goods shall be deemed to have been accepted either when the Client has notified the Supplier in writing, or at the end of the reasonable period referred to above, which may not exceed thirty calendar days from the date of delivery, unless the Parties have agreed otherwise.

If the goods are stored by the Client or if they are not used immediately, so that they cannot reasonably be inspected within the reasonable period referred to above, the Parties shall agree on a different mechanism prior to delivery, which shall also determine the moment of transfer of ownership and risk.

4.8.2. Services

1. The performance of the services shall in no case entail the acceptance of work by the Client for these services.

2. Acceptance of work must be requested by the Supplier. It shall only be deemed to have been completed upon the drawing up of a statement of completion of work, signed by both Parties and without any reservations on the part of the Client.

Upon request for acceptance of work for the services, the Supplier shall provide proof of its performance and, if necessary, submit detailed overviews of the working hours that accurately describe the nature of the performance, the date, the place of performance, the number of hours worked and, where applicable, the costs incurred. The Supplier may not under any circumstances invoice for services and costs that have not been approved in advance by the Client.

3. For services whose execution period exceeds thirty (30) calendar days and in deviation from point 2, paragraph 2, the supporting documents shall be submitted to the Client for approval on a regular basis and in any case prior to any invoicing. Under no circumstances may the Supplier invoice services and costs that have not been approved in advance by the Client.

4. The Client reserves the right to refuse to approve supporting documents and/or cost statements if the services and/or expenditure items do not correspond to the services entrusted to the Supplier or if these services or expenditure items prove to be incorrect, unreasonable, unjustified, inaccurate, incomplete or inadequate. Such refusal of approval shall be motivated and communicated to the Supplier in the form of a written notification. In the absence of a correction by the latter of the cost statements and/or supporting documents within a period of fifteen (15) calendar days of receiving the Client's decision to refuse approval, the Client may legally refuse to pay the part of the invoice relating to the duly disputed services and/or costs.

4.9 Termination

Unless otherwise specified in the Purchase Agreement, either Party may terminate the Purchase Agreement by registered letter addressed to the other Party with a notice period of 3 months, provided that such termination is not unreasonably burdensome for the other Party.

Goods and/or services delivered but not yet accepted by the end of the notice period may be eligible for compensation in accordance with these General Terms and Conditions of Purchase, provided that the Client can make useful use of them, also in light of the purpose of the purchase on the part of the Client. Delivered goods that cannot be put to useful use shall be returned, without any additional right to any compensation on the part of the Supplier. If such return of delivered goods causes damage to the Client (e.g. damage to immovable property due to the return of goods incorporated by the Supplier), the Supplier shall be responsible, at its own expense and risk, for the return/demolition and for the repair of the damage/restoration to the original condition. The Supplier shall reimburse the Client for the returned goods where applicable.

5. TRANSFER OF OWNERSHIP AND TRANSFER OF RISK

5.1. Unless otherwise agreed in writing between the Parties, the transfer of ownership and the transfer of risk shall take place at the moment the goods are accepted in accordance with Article 4.8.1 of the current General Terms and Conditions of Purchase.

Until that moment, the Supplier shall be obliged to insure the goods, to take other useful measures to prevent or limit their destruction or loss, and to protect its own interests in this regard by any other means.

5.2. The Client and the Supplier may, in connection with a particular Purchase, agree that all goods that are the subject of the Purchase or part thereof shall be stored on the Client's premises or in any other premises (including the Supplier's own premises) and in accordance with the terms and conditions laid down in the Order Form or in the Purchase Agreement. In that case, the transfer of ownership and the transfer of risk with regard to the goods thus stored shall only take place after acceptance of these goods in accordance with Article 4.8.1 of these General Terms and Conditions of Purchase.

After acceptance, the Supplier shall assume responsibility as custodian for the goods for which it is required to provide storage.

6. PRICE

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

Apart from VAT, the price is deemed to cover all taxes or other charges that may be payable on the goods, as well as, in particular, the costs associated with production, delivery, transport, packaging, packaging materials and any return shipment, the respective insurances, import and/or export, any safety measures, any assembly, tests and/or installation that may be necessary to deliver the goods to the location specified by the Client. This purely indicative list cannot be interpreted as restrictive in any way.

Except with the prior written consent of the Client, no additional costs of any kind may be charged to the Client. Any surcharge must be included in an Order Form or Purchase Agreement that has been legally signed by the Client.

The total amount owed by the Supplier to the Client for any reason whatsoever shall be deducted from the price. This provision applies in particular to the moratorium fees referred to in Article 4.7 of the General Terms and Conditions of Purchase.

7. INVOICING AND PAYMENT

7.1 Invoicing

7.1.1 Goods

Each invoice must be sent to the address stated in the Order Form or the Purchase Agreement and must contain at least the following elements, without prejudice to the applicable legal requirements:

- the full identity, including VAT number, of the Client;
- the number of the Purchase Order (PO);
- the date and place of delivery;
- the name, quantity, identification number and unit price of each item;
- the total price, excluding VAT, expressed in EUR.

The payability of any invoice that does not meet the conditions set out in this article will be automatically suspended and no moratorium interest will be payable by the Client.

7.1.2 Services

Each invoice must be sent to the address stated in the Order Form or the Purchase Agreement and must contain at least - the following elements, without prejudice to the applicable legal requirements:

- the full identity, including VAT number, of the Client;
- the Purchase Order (PO) number;
- the description, dates and place of performance of the services;
- the name, identification number, unit price and volume of services, as well as, where applicable, the number of items, materials and products required for the provision of the services and their unit price;
- the total price, excluding VAT, expressed in EUR.

The payability of any invoice that does not meet the conditions set out in this article will be automatically suspended and no moratorium interest will be payable by the Client.

7.2 Payment

Each payment shall only be due and made if the following cumulative conditions are met:

- (a) upon presentation of a duly drawn up invoice in accordance with the requirements described in Article 7.1 of these General Terms and Conditions of Purchase;
- (b) upon receipt and acceptance of the delivery in accordance with these General Terms and Conditions of Purchase;
- (c) Thirty (30) calendar days end of month after fulfilment of the conditions referred to in points (a) and (b) above.

Any cash payment is excluded.

8. WARRANTY

8.1 Delivery of goods

The Supplier guarantees that the goods delivered comply with the Client's order or the Purchase Agreement, as well as with all applicable legal and regulatory requirements, in particular in the areas of safety and the environment.

The Supplier also guarantees that these goods meet the following requirements:

- They are of good quality, safe (for people and the environment) , new, free from defects and suitable for the purpose for which they are intended.
- They can function in the system or environment of which they are or will be a part.
- They comply with the specifications and conditions communicated by the Supplier.
- They meet the specifications and conditions desired and required by the Client.
- They do not originate from child exploitation and/or slavery, nor from any illegal trade.

Furthermore, the Supplier holds the Client harmless against hidden defects that could affect the goods. Any legal action taken by the Client on account of hidden defects shall still be admissible if it is submitted within twelve (12) months of the discovery of the hidden defect(s), notwithstanding the possible application of a longer period in view of the nature of the goods in question.

8.2 Provision of services

8.2.1 Supplier

The Supplier guarantees that it is a professional entrepreneur and that it has the necessary skills to carry out the assignment entrusted to it. All services must be provided in accordance with rules of the art and in compliance with the applicable technical, professional and ethical standards.

The Supplier guarantees that the services offered comply with the applicable legal and regulatory requirements, in particular in the areas of safety and the environment.

The Supplier is obliged to perform the agreed assignment, as well as all services that are not expressly described but are necessary for the performance of the assignment in accordance with the agreed assignment.

8.2.2 Supplier's personnel

The Supplier shall provide the collaborators necessary for the provision of the service, including technical support and the smooth running of the entire organisational aspect.

It guarantees that its collaborators will behave impeccably and that they will never betray the trust placed in them.

The Supplier shall only use collaborators who are in compliance with all their tax, social security and administrative obligations for the performance of the services. At the Client's request, the Supplier shall provide the Client with a certificate proving that it has complied with these obligations. In this regard, the Supplier shall hold the Client harmless against any legal action for which it may be held liable due to the non-compliance with the tax, social security and/or administrative legislation.

The Supplier shall be responsible for the training and provision of information to its collaborators.

The Supplier's collaborators shall have the necessary training, qualifications and skills to ensure the proper performance of the services. If this is not the case, the Client may demand their replacement.

The Client may, without being required to provide any justification, demand the replacement of employees of the Supplier who, in its opinion, are not satisfactory. In such cases, the Supplier shall be obliged to provide immediate replacements.

The Supplier shall not replace collaborators who have been assigned to the performance of the services in the normal manner without the prior consent of the Client.

8.2.3 Delivery of documents, materials and products required for the provision of services

The Supplier shall, at its own expense, procure all documents, materials and products necessary for the performance of its assignment. All such documents, materials and products shall comply with the required professional standards for the provision of the services that are the subject of the respective Purchase.

The Supplier guarantees that these goods meet the following requirements:

- They are of good quality, safe (for people and the environment), new, free from defects and suitable for the purpose for which they are intended.
- They can function in the system or environment of which they are or will be a part.
- They comply with the specifications and conditions communicated by the Supplier.
- They meet the specifications and conditions desired and required by the Client.
- They do not originate from child exploitation and/or slavery, nor from any illegal trade.

The Supplier shall prove their origin as soon as requested to do so.

If, in the provision of the services, materials, resources and/or methods are used that could be harmful to humans or the environment and that are not expressly mentioned in the Order Form or the Purchase Agreement, the Supplier shall be obliged to inform the Client of this prior to the performance of the services. The Client has the right to prohibit such use.

Until the acceptance of work of services, the risk of and supervision of the necessary parts, materials and products shall remain with the Supplier. Even if they have not yet been paid for, they shall become the property of the Client as they are incorporated.

Furthermore, the Supplier holds the Client harmless against hidden defects that could affect these goods. Any legal action taken by the Client on the grounds of hidden defects shall still be admissible if it is brought within twelve (12) months of the discovery of the hidden defect(s), notwithstanding the possible application of a longer period in view of the nature of the goods in question.

If, during the provision of the services, the Supplier uses goods belonging to the Client, the Supplier shall bear the risk and costs associated with the use of these goods. However, the Client shall remain the owner of the goods in question.

9. LIABILITY

The Supplier's obligations are an obligations of results, unless the description of the obligation in these General Terms and Conditions of Purchase, the Order Form or the Purchase Agreement indicates that a specific obligation is only an obligation of means. The Supplier shall be liable for any breach of its contractual obligations established by the Client and is obliged to rectify this as quickly as possible and at its own expense, without causing any inconvenience to the Client and without prejudice to any compensation.

Even in the event of poor performance of the order or part thereof, or in the event of non-performance of the order, the Client reserves the right to replace the Supplier with someone of its choice, at the Supplier's expense.

The Supplier is fully liable for any damage caused directly or indirectly by or in connection with the performance of the delivery, both by itself and by its auxiliary persons, being its staff, its subcontractors or agents and its suppliers, as well as - more generally - by anyone it calls upon to provide the services. This liability includes both its pre-contractual and its contractual and non-contractual liability.

The Supplier holds the Client harmless against the harmful consequences of legal actions, claims, complaints or actions used or instituted by third parties as a result of errors or problems caused as a result of or in connection with the delivery. The guarantee thus offered means in particular that the Supplier will take such matters personally, will compensate the Client for any conviction and will bear the full cost of compensating the injured party.

The Supplier shall also indemnify the Client, both in law and in fact, against any legal action that may be brought by third parties on account of:

- any damage caused to them by a failure on the part of the Supplier to fulfil its obligations;
- any damage for which the Supplier could be held liable as the actual party responsible for the products or damage to the environment.

10. SUSTAINABLE DEVELOPMENT

By accepting the Order Form or signing the Purchase Agreement, the Supplier is deemed to have accepted the "Code of Conduct for Suppliers and Vendors" drawn up by the Moore Group. The Supplier thus agrees to the Client's approach to working conditions, business ethics and the environment as described therein, and undertakes to notify the Client immediately if it finds that its company does not fully comply with the aforementioned code of conduct.

The Supplier is obliged, among other things, to:

- automatically and in advance report any nuisance that the goods/services could cause on their own and/or in combination with other goods and/or services;
- take the initiative on its own to limit these forms of nuisance as much as possible, even in the absence of any request from the Client to do so, and to provide the latter with all the information necessary to form an opinion of the resulting consequences.

The Client shall be entitled to cancel any Purchase if it subsequently transpires that the goods/services could pose a danger to people or the environment or could give rise to hazardous waste.

11. LOYALTY

11.1 Unlawful advantages

The Supplier undertakes not to grant any direct or indirect advantage in exchange for or in connection with the (intended) Purchase to any natural or legal person who is directly or indirectly connected to the Client by means of an employment contract, a mandate or any other agreement.

In the event of non-compliance with this obligation, the Supplier shall owe the Client, by operation of law and without notice of default, a fixed compensation of twenty-five thousand euros (EUR 25,000), plus any additional amounts necessary to ensure full compensation for the damage caused, without prejudice to any other rights that the Client may invoke under common law or the Purchase Agreement.

11.2 Non-solicitation agreement

During the term of the Agreement and for a period of twelve months following its termination, the Supplier shall not directly or indirectly entice or recruit any collaborator of the Moore Group with whom the Supplier has had contact in the context of the Agreement (nor shall the Supplier assist anyone else in doing so). Similarly, the Supplier shall not employ or oblige such collaborator(s) in any way to provide services to it.

Any violation of this prohibition shall give rise to compensation set at a fixed rate of six (6) times the highest gross monthly remuneration paid to the collaborator concerned in any month of the twenty-four-month period preceding the violation.

12. CONFIDENTIAL INFORMATION

12.1 Confidentiality

The Supplier is obliged to keep confidential all Confidential Information relating to the Client (and its customers) that it may have obtained during consultations, negotiations, the conclusion or execution of an order or a Purchase Agreement. This is an essential obligation, particularly in view of the fact that a number of companies within the Moore Group are bound by legal professional secrecy.

'Confidential Information' refers in particular to all information and/or data relating to its relationship with the Client - including the Agreement itself -, the Client's business, personnel, customers, branches and suppliers, its instructions and internal working procedures, its buildings and equipment, its plans, schedules, diagrams and overviews, the operation of the 'hardware', the files, the 'software' and the assets of the Client, regardless of how the Supplier may have become aware of this.

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

The Supplier is obliged to impose the aforementioned confidentiality obligation on all persons (natural or legal) whom it has entrusted with the performance of its obligations. As soon as the Supplier is requested to do so by the Client, it shall provide any document designated by the Client - including the confidentiality statements - that will enable the latter to verify whether the Supplier has fulfilled its obligations in this regard.

The Supplier is also obliged to take all reasonable measures to prevent third parties from gaining knowledge of the Confidential Information referred to in this article by any means whatsoever, in particular in terms of security measures. In this context, the Supplier may only store this type of data for the time necessary to fulfil its contractual obligations.

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

- (a) is in the public domain at the time 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 thereby breach any confidentiality obligation;
- (c) must be disclosed pursuant to a law, regulation of a government authority, applicable rule or applicable law, or pursuant to a decision issued by a competent court;
- (d) is developed independently by the Supplier, without any reference to the Confidential Information.

If one of the above exceptions applies, the Supplier shall in any case undertake not to take any action that could damage the name and reputation of the Client.

In the event of non-compliance with this article, the Supplier shall owe the Client, by operation of law and without notice of default, a fixed compensation of twenty-five thousand euros (EUR 25,000), plus any additional amounts necessary to ensure full compensation for the damage caused, without prejudice to any other rights that the Client may be able to invoke under common law or the contractual relationship.

12.2 Personal data

All personal data that the Supplier may become aware of in the context of or as a result of the contractual relationship with the Client is strictly confidential and the Supplier undertakes to treat it as such.

The Supplier confirms that it has implemented and will maintain the appropriate technical and organisational measures to ensure that the processing of personal data that it may become aware of in the context of or as a result of the contractual relationship with the Client complies with the requirements regarding the protection of persons and personal data set out in the applicable regulations.

The Supplier undertakes to comply with the provisions of the aforementioned regulations at all times.

The obligations of the Supplier provided for in this article also apply to all persons (natural or legal) whom it may entrust with the performance of its obligations.

The Supplier confirms that it has imposed the same requirements on its subcontractors whom it calls upon in the context of the performance of the Purchase concluded with the Client.

In the event of non-compliance with this article, the Supplier shall owe the Client, by operation of law and without notice of default, a fixed compensation of twenty-five thousand euros (EUR 25,000), plus any amounts necessary to ensure full compensation for the damage caused, without prejudice to any other rights that the Client may still be able to invoke under common law or the contractual relationship with the Supplier.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Ownership

All intellectual property rights belonging to one of the Parties prior to the conclusion of the Purchase shall remain the property of that Party.

With the exception of commercial off-the-shelf software (software products ready for use that are commercially available) and unless expressly agreed otherwise in writing, the intellectual property rights arising from the performance of the assignment in the context of the Deliverables shall belong unconditionally and immediately to the Client, from the date of their creation. The Client grants the Supplier a free, non-exclusive and non-transferable licence - including the right to grant a sub-licence to its subcontractors - for the use of the 'Deliverables' during the term of the Purchase and thereafter, to the extent that such use is necessary to provide the services. Intellectual property rights relating to third-party platforms and/or software used in the performance of the assignment shall remain the property of those third parties. The Parties shall cooperate to ensure that the Client can use them for as long as possible, or cooperate to find a suitable replacement, so that the Client can, over time, derive the normal benefit from the Deliverables intended by the Purchase.

'Deliverables' refers to the result of the services to be provided by the Supplier (or one of its subcontractors) in accordance with the Order Form or the Purchase Agreement.

The Supplier expressly and irrevocably acknowledges that all intellectual property rights relating to the data or any other information provided to it by the Client shall remain the sole property of the latter.

13.2 Compensation

The Supplier holds the Client harmless against any legal action for which it may be held liable due to infringement or suspected infringement of intellectual property rights as a result of the use of the goods and/or services supplied.

The Client shall immediately inform the Supplier of any such legal action.

If, as a result of such an action or the judgment that may result from it, the Client is required to cease using all or part of the solutions resulting from the services provided and/or the goods delivered, the Supplier shall, at its own expense and in consultation with the Client,

- either acquire the right for the latter to continue using the solutions resulting from these goods and/or services;
- or modify or replace these solutions and/or goods in such a way as to end the infringement;
- or take back the goods or cease the provision of the services that are at the root of the infringement and reimburse the Client for the amounts paid under the order or the relevant purchase;

all this without prejudice to the Client's right to compensation for the damage suffered.

14. TRADEMARK

The Supplier is not permitted to use any trademark, name or logo of the Moore Group without the prior written consent of the Client. Assuming that this right of use is entrusted to the Supplier, the latter undertakes to use the respective trademark(s) in accordance with the instructions and rules of conduct communicated by the Client.

In the event of non-compliance with this article, the Supplier shall owe the Client, by operation of law and without notice of default, a fixed compensation of twenty-five thousand euros (EUR 25,000) per infringement, plus any additional amounts necessary to ensure full compensation for the damage caused, without prejudice to any other rights that the Client may invoke under common law or the contractual relationship with the Supplier.

The Supplier shall also immediately cease any unauthorised use of the trademark, name and logo and shall be liable, by operation of law and without prior notice of default, to a fixed penalty per infringement of one thousand euros (EUR 1,000) per day that the infringement of this article is not terminated, calculated from the receipt of a registered letter and/or e-mail from the Client or another entity of the Moore Group.

15. SUBCONTRACTING

The Supplier and the Client work together in an autonomous and independent manner. Each Party is responsible for its own social and tax obligations. There is no hierarchical relationship of subordination between the Parties and/or with regard to the employees of the other Party.

The Supplier may, on its own responsibility, subcontract certain services that form part of its assignment, provided that it has obtained the Client's prior written approval for the intervention of any subcontractor.

In the event of subcontracting, the Supplier remains responsible to the Client for compliance with all obligations that form part of the assignment. In this respect, it remains the Client's sole discussion and contractual partner.

16. INSURANCE

The Supplier shall take out the necessary insurance policies with a recognised insurance company to cover its pre-contractual, contractual and non-contractual liability.

The Supplier shall ensure that the insured amounts and term are sufficient to cover the consequences of its liability towards the Client and third parties.

The Client may at any time, and at least once a year, require the Supplier to submit an insurance certificate showing the policies taken out, their period of validity, the insured amount(s) and any excess(es). If such a certificate is not presented, the Client shall be entitled to terminate the contractual relationship to the detriment of the Supplier, without prejudice to the right to compensation for the damage suffered by the Client as a result of this termination.

17. FORCE MAJEURE

Neither Party shall be liable to the other(s) if the non-fulfilment of its obligations is due to circumstances beyond its reasonable control, including any advice, warning or prohibition issued by any competent local, national, foreign or supranational authority.

If the force majeure event continues uninterrupted for thirty (30) calendar days or if, from the outset, it is foreseeable that this period will be exceeded, or if a force majeure event recurs, the other Party may, by operation of law and with immediate effect, terminate the contractual relationship without being liable for any compensation.

18. SUSPENSION - RIGHT OF RETENTION - SET-OFF

The Supplier is only permitted to suspend its obligations towards the Client in the circumstances provided for in Article 17 of these General Terms and Conditions of Purchase.

In such cases, the Supplier is not permitted to exercise any right of retention with regard to the goods belonging to the Customer or placed under its responsibility.

Nor shall the Supplier be permitted to invoke any set-off.

19. COMMUNICATION

Unless otherwise agreed in the Order Form or the Purchase Agreement (including with regard to e-mail addresses), all communication between the Parties must take place at the registered office of the addressee.

The Parties agree that they may communicate with each other electronically.

20. MISCELLANEOUS

In the event of a provision being invalid or unenforceable, this shall only affect that provision. The Parties shall then replace it in good faith by mutual agreement with a valid provision with the same meaning or one that comes as close as possible to it.

Only Belgian law shall apply.

In the event of a dispute, only the courts of Antwerp, Antwerp division, shall have jurisdiction.