

**GENERAL CONDITIONS OF PURCHASE OF GOODS AND/OR
REQUEST FOR SERVICES BY THE COMPANY TELESPAZIO BELGIUM SRL**

Ref. TPZB-T&C-01-LEG_1.0

Article 1. Scope of application

- 1.1. These general conditions are applicable to all purchase contracts or requests for services concluded between Telespazio Belgium SRL (company number: 0807.169.365 – VAT no.: 0807169365 - Address of the head office: Devant les Hêtres, Transinne 2 6890 LIBIN), the purchaser/principal, hereinafter referred to as the “purchaser” only, for reasons of simplicity and clarity, and another company, the seller/supplier, hereinafter referred to as the “seller” only, for the same reasons. These general conditions are provided to the co-contractor with the contract, such that it may effectively be aware of them and accept the same. The said general conditions shall thus be part of the contract, in accordance with Article 5.23, paragraph 1 of the Civil Code.
- 1.2. Any modification to these general conditions shall require an amendment. This amendment shall be appended to this document.

Article 2. Applicable law

- 2.1. The contract concluded between the purchaser and the seller, as well as any document or event related to this contract, shall be subject to Belgian law and Belgian courts. For disputes referred to the Commercial Court, the French-speaking Commercial Court of Brussels shall have exclusive jurisdiction. Nevertheless, the Parties shall prefer negotiations. This amicable resolution must be sealed by an agreement, concluded within thirty days from the date of notification of the dispute and of the need to resolve it. This thirty-day period was chosen with reference to the maximum period provided for by the legislator in Article 730/1, §2, paragraph 2 of the Judicial Code to ensure that the parties can attempt to amicably settle their dispute when the judge, noting that it is possible to bring the parties together, decides to allow them a period of time to verify the possibility of resolving their dispute amicably, entirely or in part, and to obtain information about the same. It is only after this period has

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elapsed that the parties may refer the matter to the Belgian courts, if no agreement has been reached, or if there are still some disagreements to be resolved.

2.2. These general conditions were concluded after 1 January 2023. Consequently, the norms of the new Civil Code shall apply, particularly its book V.

In contracts concluded pursuant to these general conditions, the supplementary rules of the new Civil Code shall only be waived for the provisions stated in these general conditions, unless the contract expressly indicates a waiver of a supplementary Article of the said Code, in which case the purchaser shall reserve the right to decide whether or not to grant this waiver.

2.3. These provisions of Article 2 are considered as essential elements of the contract, without which the contract may not be validly concluded.

Article 3. Terms of communication

3.1. Any communication within the context of the contract (orders, acceptances, cancellations, correspondences, etc.) shall be sent via email and/or registered letter with acknowledgement of receipt.

Article 4. Execution of the act of purchase and its effect

4.1. Article 1583 of the former Civil Code does not apply in that the reservation of ownership clause as provided for in Article 81 of the Act of 11 July 2013 on security rights shall be entered in the contract between the seller and the purchaser. Moreover, the transfer of ownership shall result, for all the contracts related to these general conditions, the transfer of risks, such as provided for in Article 5.80 of the Civil Code, and the parties may not waive the same, notwithstanding the suppletive nature of this Article.

4.2. Orders are binding. The right of withdrawal shall apply for the seller and the purchaser, and it shall not require payment of fees or even compensations, nor providing justifications for the same, pursuant to Article 5.22 of the Civil Code. This withdrawal must take place within a reasonable period in view of the circumstance of a contract of this type, and this withdrawal period must always be indicated on the contract.

4.3. The validity conditions of the contract stated in Article 5.27 of the Civil Code must be complied with.



Article 5. Intellectual and industrial property

- 5.1. The seller ensures that the Goods and/or Services provided do not violate - directly or indirectly, entirely or in part - any intellectual property rights (such as copyrights, patents, drawings and models, and trademarks) or industrial property rights of third parties.
- 5.2. The seller ensures that it has the right to use, produce, and sell the Goods that it provides and that the purchase shall acquire full ownership of the said rights and shall therefore have the right to use and/or install and/or incorporate and/or resell these Goods.
- 5.3. If one of the aforementioned points is violated, the seller undertakes to bear all expenses - direct or indirect (including possible damage, loss, and/or foregone earnings) - that the purchaser may have had to pay owing to the violation, unless it is established that the purchaser was effectively aware of the said violation when concluding the contract.
- 5.4. All Goods and/or Services which one of the contracting parties has knowledge of during the contractual relation and any information concerning the said Goods and/or Service is and shall be considered as reserved and confidential information of the purchaser and, therefore, the seller, and all persons concerned within the context of this contractual relation, undertake to ensure the strict confidentiality of this information, in all relations with third parties, without prior and written consent from the purchaser. Therefore, any publicity information or communication, in any form whatsoever, concerning the order or its details, is subject to a prior and written consent from the purchaser.

Article 6. Compliance with the legislations and regulations

- 6.1. The seller shall be fully liable for any non-compliance by itself, its staff, agents or manufacturers as regards the provisions mentioned in these general conditions and shall bear all the consequences thereto, regardless of their nature (economic, administrative, criminal, etc.). Compliance with the said provisions constitutes an essential element of the contract and the contract cannot therefore be concluded or continue in case of failure to comply with these standards.
- 6.2. The seller undertakes to comply completely, for the execution of its order and in all the phases of the contract, as well as for any related element, with the international and European legislation, as well as all the standards with legislative and regulatory value issued by the competent authorities within Belgium, in particular as regards the social legislation (employment contract, safety, health and workplace hygiene, etc.), legislation concerning the environment, data protection, commercial conformity, and the standards adopted by Telespazio Belgium SRL



- 6.3. Thus, the seller particularly undertakes to comply completely, for the execution of the order and in all the phases of the contract, as well as for any related element, with all the standards with legislative and regulatory value, and any specific standards that may concern its activity.
- 6.4. As regards the standards adopted by Telespazio Belgium SRL stated in point 6.2, the Anti-Corruption Code (approved by the collegiate Board of Directors on 7 April 2022) and the Code of Ethics (approved by the collegiate Board of Directors on 15 February 2023) and the Charter of Values (approved by the collegiate Board of Directors on 14 March 2012) - all of which are available on the website Telespazio.be -, and the page on the Telespazio.be website called "*Information notification concerning privacy in accordance with art. 13 of the GDPR 679/16 concerning the processing of personal data in the recruiting phase*" shall be complied with in all relations, communications, and/or actions concerning the contract, and during each contractual phase, be it pre-contractual, contractual or post-contractual. Therefore, the parties to the contract acknowledge being aware of and having understood and accepted the same. Owing to this, they undertake to comply with the contents therein and generally, refrain from any actions contrary to it. This obligation is also valid for any person related to the seller, directly or indirectly, for the execution of the contract between the seller and the purchaser.
- 6.5. The Seller shall bear all consequences (economic, administrative, etc.) suffered by the Purchaser as a result of the non-compliance by the Seller or any other person related to it, directly or indirectly, in the execution of the contract between the Seller and the Purchaser, with the provisions of the standards referred to in these general conditions of purchase. Furthermore, as compliance with the standards stated in these general conditions is considered an essential element of the contract (see point 6.1.), the contract may not be continued in the event of violation or non-compliance with these standards, and it shall be terminated, communicated in writing through a registered letter with acknowledgement of receipt and by email with acknowledgement of receipt. This shall be without prejudice to the right of initiating proceedings for damages.
- 6.6. The seller shall not prohibit Telespazio Belgium SRL from verifying, if necessary, the correct execution of the contract, particularly through audits, as regards compliance with the aforementioned standards.



Article 7. Terms of fulfilment of reciprocal obligations

- 7.1. The price is the one which the parties to the purchase contract agree in writing contractually.
- 7.2. Invoices shall be sent in accordance with the provisions agreed between the parties in the contract. However, they shall be issued "no later than on the fifteenth day of the month following the month in which tax becomes due on all or part of the price" (Article 6 of the Royal Decree of 19 December 2012 amending Royal Decree No 1 of 29 December 1992 concerning measures to ensure the payment of value added tax). The invoices shall be confirmed in writing by the recipient. The provided products/services shall be described in the invoices, along with all the legal notices.
- 7.3. The payment period for the invoices is 60 calendar days, in accordance with Article 4, §1, line 2 of the law of 2 August 2002 concerning the fight against delay in payments in commercial transactions. The starting point of the said time-limit is stated in line 1 of the same paragraph, and the procedure for verification or acceptance of the goods or services concerning the contract, if such a procedure has been provided for by the contract or by law, forms part of the said time-limit, in accordance with line 4 of the same paragraph. If necessary, disputes regarding the invoice must be raised before the end of this period.
- 7.4. The delivery conditions of the Goods and/or delivery/execution of the Services stated in the contract are essential. In the event of non-compliance, the seller shall compensate the purchaser for all damages incurred, and the purchaser may terminate the contract.
- 7.5. It is not allowed to transfer purchase orders, for either party, except with prior and written consent from the other party to the contract, except in case of transfer to subsidiaries. Moreover, the seller may not, in any event, transfer to third parties, entirely or in part, the credit from this order, without prior written authorisation from the purchaser.
- 7.6. The time period set out in the contract to obtain the service/goods is an essential element of the contract, and based on this, if the seller does not provide the same within the agreed time period, a formal notice shall be sent, following which, if the contract is not executed, it shall be terminated, and the seller shall bear the damages that the delay may have caused to the purchaser.
- 7.7. In the event of a breach of any of its obligations by one of the parties, the other party may terminate the contract extrajudicially in the manner provided for in Article 5.92 of the Civil Code. Thus, no resolutive clause shall be provided for in any contract in view of these general conditions. If the termination is not justified, a price reduction shall be implemented such as stated in Article 5.97, line 2 of the Civil Code.



7.8. Moreover, if one of the parties fails to fulfil its obligations, a fixed rate amount or a specific service shall be awarded to the other party as compensation under Article 5.88, §1 of the Civil Code. This shall be determined in advance in the contract between the parties and shall not, in any case, be determined in the form of interest, but as a fixed and certain amount in a single payment.

However, any non-performance by a party to the contract shall be subject to a formal notice and a reasonable period of time for performance shall be specified in the formal notice before any further action can be taken by the other party.

Article 8. Termination of the contract

8.1. The contract may be terminated in one of the methods stated in Article 5.112 of the Civil Code.

8.2. Express resolatory clause: the purchaser may terminate the contract extrajudicially court if the seller has failed to comply with any of the obligations arising from the contract and/or these general conditions, which constitute an integral part of the contract (see point 7.8). This clause is explicitly indicated in the contract.