

## GENERAL TERMS OF PURCHASE N°2023/01 – 1st June 2023

### PREAMBULE :

**0.1.** These general terms and conditions, hereinafter referred to as the "General Purchase Conditions," govern any order(s) or purchase(s) placed by PRESTA SERVICE BENELUX SRL, with its registered office at 7100 La Louvière (Belgium), Boulevard des droits de l'Homme 3/3, and registered with the Belgian Crossroads Bank for Enterprises under number 0684.737.153, hereinafter referred to as "PRESTA SERVICE BENELUX" or its parent or subsidiary companies, unless expressly stated otherwise on the purchase order issued by PRESTA SERVICE BENELUX.

**0.2.** Any order placed by PRESTA SERVICE BENELUX must be accompanied by a written purchase order, transmitted through any means of communication, identifying the duly authorized person(s) placing the order.

**0.3.** The General Terms and Conditions of Purchase, in addition to being provided as links on the purchase orders, are accessible at any time on the Website ([www.presta-service.be](http://www.presta-service.be)) and can be downloaded in a durable format, such as PDF or HTML. The service provider/supplier acknowledges having reviewed these general terms and conditions of purchase before entering into a contract with PRESTA SERVICE BENELUX and, in any case, before PRESTA SERVICE BENELUX places an order with them. Consequently, these General Terms and Conditions of purchase apply automatically to all agreements concluded between the Customer and PRESTA SERVICE BENELUX, and they supplement the specific conditions stated on the purchase orders of PRESTA SERVICE BENELUX (together referred to as the "**contract**").

**0.4.** The supplier/service provider irrevocably accepts the said purchase order either by signing and returning it or by commencing the execution of the order. Unless otherwise specified by PRESTA SERVICE BENELUX in the specific conditions of the purchase order, these General Terms and Conditions of Purchase prevail over the general terms and conditions of sale of the supplier/service provider in all circumstances.

**0.5.** The applicable General Terms and Conditions of Purchase shall be those in force on the date the order is placed.

### ARTICLE 1 : COMMITMENTS

**1.1.** The provider/supplier certifies that, since January 1st of the current year, it has not generated more than 25% of its revenue excluding taxes with PRESTA SERVICE BENELUX.

**1.2.** The provider/supplier undertakes to comply with all legal and contractual obligations throughout the duration of the contract. It specifically agrees to employ only workers who are duly registered with the National Office for Social Security (ONSS) and to fulfill all social and tax obligations regarding such workers on the construction site or at the place of service provision. Any violation of the aforementioned commitments will be considered a serious breach of obligations. Any fines, fees, charges, etc. imposed on PRESTA SERVICE BENELUX or its end client due to the provider/supplier's failure to fulfill its contractual or legal obligations shall be reimbursed by the provider/supplier (including principal, expenses, and interest) upon first request.

**1.3.** The provider/supplier undertakes to perform the agreed-upon services in their entirety but within the scope of the assigned task and in strict compliance with the rules of the trade/good practice. The provider/supplier shall ensure to request from PRESTA SERVICE BENELUX all necessary documents and information before and during the execution of their task. The provider/supplier acknowledges being informed of the nature and requirements of the work/services to be performed. These documents and information are an integral part of the contract.

**1.4.** The provider/supplier undertakes to perform the service and make every best effort to comply with the requests made by PRESTA SERVICE BENELUX. They shall ensure maximum discretion towards the end client. At all times, they shall strive to uphold the reputation of PRESTA SERVICE BENELUX and make every best effort to ensure customer satisfaction.

## **ARTICLE 2 : ORDERS**

### **2.1. PRINCIPE**

The parties agree on the provision of certain services, supplies, deliverables and deliveries by the provider/supplier as described in the purchase order(s) to be carried out, provided, or delivered in favor of the end client or PRESTA SERVICE BENELUX' end client's network, as identified in the purchase order(s) of PRESTA SERVICE BENELUX.

### **2.2. QUOTATION**

For interventions exceeding €300 exclusive of taxes, the provider/supplier undertakes to prepare a quotation and send it to PRESTA SERVICE BENELUX within 72 hours via email at [contact@presta-service.be](mailto:contact@presta-service.be).

### **2.3. ORDERS AND ADDITIONAL WORKS**

The provider/supplier is prohibited from carrying out additional works for the end clients of PRESTA SERVICE BENELUX, at the expense of the latter, without prior written authorization from PRESTA SERVICE BENELUX. Furthermore, the provider/supplier is bound by a non-competition obligation as defined in Article 11 of these General Terms and Conditions of Purchase.

Additional works must be accompanied by a written purchase order issued by PRESTA SERVICE BENELUX in order to be compensated.

In case of an urgent intervention, please contact PRESTA SERVICE BENELUX at following number : 067.84.12.00..

## **ARTICLE 3 : EXECUTION OF THE ORDERED SERVICES**

**3.1** In accordance with Article 15.2 stated below, the provider/supplier undertakes to carry out the assigned tasks and works personally (contract in personam), and therefore refrains from subcontracting them to another subcontractor without prior written consent from PRESTA SERVICE BENELUX.

**3.2.** For troubleshooting work, the intervention must be carried out by a single technician. In the event that the assistance of one or more additional technicians is necessary to perform the intervention, the provider/supplier undertakes to inform PRESTA SERVICE BENELUX by phone at +32 67 84 12 00 and obtain its prior written approval for such intervention.

**3.3.** The provider/supplier undertakes to bring the necessary equipment for their intervention and the execution of their service. They are prohibited from using the equipment of PRESTA SERVICE BENELUX's clients. This equipment must be in good working condition and meet the required quality standards for the services provided.

**3.4.** The service provider/supplier undertakes to have a intervention form signed by the manager of the shop of the end client where the work/service, which is the subject of the order, is carried out. The intervention form must include the arrival and departure times of the technician who carried out the work, as well as a brief description of the performed works.

## **ARTICLE 4 : PAYMENT OF THE PRICE**

**4.1.** Unless otherwise specified in the purchase orders, the prices indicated on the quotes or purchase orders are stated inclusive of all taxes, except for VAT. They also include, where applicable, all shipping and delivery charges. PRESTA SERVICE BENELUX will not settle any invoice that is not accompanied by the intervention form meeting the formal requirements stated in Article 3.4 of these General Terms and Conditions of Purchase.

**4.2.** The provider/supplier undertakes to send their intervention invoice to PRESTA SERVICE BENELUX no later than 15 days after its execution. Failure to do so will entitle PRESTA SERVICE BENELUX to settle the executed services based on the previously established quotation, reduced by 10% for administrative expenses. In the absence of a quotation, PRESTA SERVICE BENELUX may assess the work performed themselves and make payment to the provider/supplier, deducting the expenses they incurred for the assessment (travel, labor, estimation, etc.). The evaluation expenses for the work shall never be less than 30% of the amount. The assessed work will also be subject to a 10% reduction for administrative expenses.

**4.3.** Invoices are issued to PRESTA SERVICE BENELUX - Boulevard des droits de l'Homme 3, 7100 La Louvière, Belgium, registered with the Crossroads Bank for Enterprises under number BE 0684.737.153 (VAT: BE 0684.737.153 or LU29921687), and a copy is sent via email to the address [contact@presta-service.be](mailto:contact@presta-service.be).

The intervention forms mentioned in Article 3.4. must be attached to the invoices. The invoices should include all the required information as prescribed by law and be sent by email to PRESTA SERVICE BENELUX, stating the purchase order number. In accordance with applicable legal provisions, in the case of subcontracting works for buildings or for any other legally authorized situations, the supplier/provider undertakes not to charge VAT on their invoices but to mention "self-billing" ("autoliquidation"/ "BTW-verlegging"). The service provider/supplier undertakes to reverse-charge its invoices on a monthly basis on its periodic turnover declaration.

**4.4.** Invoices are payable within 60 calendar days of issue, regardless of the method of payment, unless disputed and unless otherwise agreed at the time of order.

**4.5.** In the event of late payment of invoices not validly disputed by PRESTA SERVICE BENELUX, the mandatory provisions of the law of 2 August 2002 concerning the fight against late payment in commercial transactions will be applied.

## **ARTICLE 5 : DELIVERY AND COMPLIANCE**

### **5.1. DELIVERY TIME**

Delivery times (provision of services, provision of certain deliverables as specified in the purchase order, etc.) are binding, and their non-compliance constitutes a material breach of the order. When the order is part of a main contract with an end client, the supplier/provider undertakes to deliver the order within a timeframe that allows PRESTA SERVICE BENELUX to comply with the schedule governing the main contract with the end client.

If the supplier/provider fails to deliver their service or perform within the specified timeframe, unless due to force majeure or duly accepted/acknowledged external causes by PRESTA SERVICE BENELUX, they will be liable, by operation of law and without any further notice, to pay a late payment penalty. The calculation of this penalty is specified in the purchase order or contract. In case the purchase order or contract does not specify, the penalty will be equal to 1% of the order amount per calendar day of delay, with a maximum of 30% of the said amount.

PRESTA SERVICE BENELUX reserves the right, based on general law, to claim any other direct and indirect damages it may suffer in addition to the measures mentioned above.

Notwithstanding the above measures in case of delay in the delivery time of the service/deliverable, PRESTA SERVICE BENELUX shall have the right, by simple registered letter and without the intervention of a court, to terminate all or part of the order without any indemnity at its own expense, and/or to engage another supplier/provider to complete the order, at the expense and risk of the supplier/provider, and/or to take any measures provided for in the main contract with the end client.

### **5.2. COMPLIANCE**

The supplier/provider, who delivers its supplies and/or performs its services under its sole and full responsibility, guarantees PRESTA SERVICE BENELUX that the products and services will comply with the contractual requirements and be fit for the intended use. They must meet the usual quality standards as well as the applicable regulations and legislation. The supplier/provider shall indemnify the buyer against any expenses, costs, claims, or liability, whether direct or indirect, arising from a breach by the supplier/provider of the duties and obligations imposed by the applicable regulations.

The products shall be delivered in a complete state of readiness, with all necessary instructions, recommendations, and other indications for proper use and under conditions of total safety. Products or services that do not meet all the above requirements will be deemed non-compliant.

In the event of termination of the order due to non-compliance or defects, the supplier/service provider undertakes to refund PRESTA SERVICE BENELUX any amounts already paid for non-compliant or defective services.

## **ARTICLE 6 : WARRANTY**

**6.1.** PRESTA SERVICE BENELUX has a period of 60 days from the delivery to contest the conformity of the delivered services or products if they have any defects. The disputed products will be promptly collected by the supplier/provider at their own expense.

In case of dispute, PRESTA SERVICE BENELUX shall have the right to demand that the supplier/service provider replace the supply within the given deadline or unilaterally terminate the contract without prejudice to its other rights and remedies as described in Article 9.

**6.2.** Notwithstanding any legal warranty and unless otherwise specified in the specific conditions stated in the purchase order, the supplier/service provider is obligated to provide a warranty for the supply for a period of two years from the date of reception or commissioning. The supplier/service provider undertakes to rectify defects by repairing or replacing the defective goods as soon as possible, with all costs including installation, reinstallation, and transportation borne by the supplier/service provider.

Any replaced part shall be subject to a new minimum warranty period of 12 months.

**6.3.** Au cas où le prestataire/fournisseur s'avérerait In the event that the supplier/ service provider is unable to ensure proper execution, PRESTA SERVICE BENELUX reserves the right to have the necessary work carried out at the expense of the supplier/service provider, without prejudice to the application of the termination clause and the supplier's obligation to indemnify PRESTA SERVICE BENELUX for any direct or indirect damage.

**6.4.** Beyond the warranty period provided above, the supplier/service provider remains liable under the conditions of general law.

#### **ARTICLE 7 : LIABILITY AND PROPERTY DAMAGE**

**7.1.** The supplier/service provider, operating under their full and complete responsibility, shall be liable to indemnify PRESTA SERVICE BENELUX, whether during or after the execution of the contract, for any direct and/or indirect damages and/or losses suffered by PRESTA SERVICE BENELUX and/or the end client resulting from their actions and/or the actions of their employees, agents, or subcontractors.

**7.2.** The supplier/service provider shall obtain and maintain a valid insurance coverage for their civil liability, professional liability, product liability (if supplying products), and ten-year liability (if working on construction sites) in accordance with this clause, and shall be able to provide proof of insurance coverage to PRESTA SERVICE BENELUX upon request. Upon first demand, the supplier/service provider also agrees to provide PRESTA SERVICE BENELUX with all documents

proving the subscription to these insurance policies as well as the extent of coverage provided by them.

#### **Article 8 : FORCE MAJEURE**

**8.1.** Neither party shall be considered to have breached the contract to the extent that such breach results from, or is made impossible by, any cause beyond its control, such as unforeseeable natural events, war, fires, explosions, natural disasters, sabotage, government laws and regulations, or any other event referred to in Article 5.226 of the Civil Code (hereinafter referred to as "Force Majeure Events") that renders the performance of its obligations under this contract impossible to perform.

**8.2.** The party whose performance of the obligation is affected by a force majeure event must (i) promptly notify the other party, providing the details and all relevant specifics, as well as the anticipated duration of the event, and (ii) take commercially reasonable measures to resume the performance of the obligation without delay. If the force majeure event persists for more than ten (10) consecutive days, the unaffected party may choose to terminate the contract by notifying the other party as provided in Article 9.2.1.

#### **Article 9 : CONTRACT TERMINATION**

**9.1.** Unless it concerns an immediately executable service or delivery, the contract is concluded for the duration specified in the purchase order in the case of successive services. In the absence of such specification, the contract is concluded for a duration of one year, automatically renewable, and each party may terminate it by providing prior written notice with a notice period of 1 month. In the event of contract termination by PRESTA SERVICE BENELUX, PRESTA SERVICE BENELUX shall compensate the provider/supplier for all services already performed, provided that the provider/supplier has fulfilled its contractual obligations.

**9.2.** Furthermore, each party may terminate the contract automatically without prejudice to the exercise of its other rights and without incurring any liability towards the other party, in the event of non-performance by the other party of its obligations under the contract. The termination shall take effect five days after a formal notice has been sent to the defaulting party by registered letter with acknowledgment of

receipt (and a copy by email), demanding compliance with its obligations, which has remained ineffective. This option will also be available to the parties immediately in the event of any of the following occurrences:

9.2.1. A force majeure event that delays the execution of the contract by more than 10 days.

9.2.2. Bankruptcy, voluntary liquidation of the service provider/supplier, or the conclusion of a composition agreement with its creditors.

9.2.3. Commencement of a judicial reorganization and/or liquidation procedure against a party, if the judicial administrator has not expressed the intention to continue the contract within one month after being formally notified.

PRESTA SERVICE BENELUX may also terminate the contract automatically and without prior notice, without prejudice to the exercise of its other rights and without incurring any liability, in the event of a violation of any of the obligations set forth in Article 1 or Article 6 of these General Terms and Conditions of purchase by the provider/supplier or in the event of the provider/supplier's refusal to provide the documents relating to its insurance as mentioned in Article 7.2.

**9.3.** Furthermore, PRESTA SERVICE BENELUX may terminate the contract with immediate effect if there is a corresponding contract between PRESTA SERVICE BENELUX and an end client, and that contract is terminated by the end client. In such case, PRESTA SERVICE BENELUX shall compensate the provider/supplier for all services already performed, provided that the service provider/supplier has fulfilled its contractual obligations.

#### **Article 10 : CONFIDENTIALITE**

**10.1.** The service provider/supplier agrees to :

- Exercise the utmost care and discretion to prevent the disclosure, publication, or dissemination of Confidential Information (which includes any information of a confidential nature provided by PRESTA SERVICE BENELUX or the end client in the course of contract execution, conveyed by any means, directly or indirectly, intentionally or unintentionally, including all trade secrets, information regarding intellectual property rights, systems, know-how, products or services, personal data, operations, processes, plans, product information, market opportunities, or

business affairs, or related to the provision or use of the services);

- Use the Confidential Information solely for the purpose for which it was disclosed within the framework of the contractual relationship;
- Observe a general obligation of discretion and prudence regarding the received information;
- maintain the secrecy and confidentiality of all communicated Confidential Information;
- Ensure that access to Confidential Information is limited to administrators, executives, employees, agents, and subcontractors who reasonably need to know such Confidential Information for the proper execution of the contract, subject to signing an individual and separate written confidentiality declaration acknowledging their obligation of confidentiality and discretion at least similar to the obligations set forth in these General Terms and Conditions of purchase before accessing such Confidential Information.

**10.2.** This clause does not apply to information that:

- Is or becomes publicly available other than through a breach of this clause;
- Is acquired from a third party with no confidentiality obligations towards a Party, when the use or disclosure is in accordance with legally granted rights by such third party;
- Is independently developed by the provider/supplier without use of the Confidential Information, as evidenced by written proof and documentation;
- Is already known to the other Party at the time of its receipt, as evidenced by written proof; or
- Is disclosed to advisors (auditors, lawyers, or subcontractors) provided that they are bound by a similar confidentiality obligation.

#### **ARTICLE 11: NON-COMPETITION**

**11.1.** The service provider/supplier further undertakes, for the entire duration of the contract with PRESTA SERVICE BENELUX and for a period of 12 months after the termination of the contractual relationship (for any reason whatsoever), not to engage (in any form) in an identical or similar assignment to that entrusted by PRESTA SERVICE BENELUX for one of its end clients and/or to accept an order for any of the end clients of PRESTA SERVICE BENELUX for whom they have

provided services under the contract. The service provider/supplier will also take all necessary measures to ensure that this clause applies to its employees and agents who have provided services under the contract assigned by PRESTA SERVICE BENELUX. The service provider/supplier is also prohibited from engaging with any member of the group to which this client belongs or the network or affiliation in which they participate. In the event of a breach of this non-competition obligation, a compensation of EUR 5,000 per breach to this clause may be claimed by PRESTA SERVICE BENELUX, without prejudice to PRESTA SERVICE BENELUX's right to seek full compensation for its damages.

**11.2.** The Parties expressly confirm that if any of the above limitations of the non-compete clause should be determined to cover a geographical area or duration not permitted by applicable law, such limitation shall not be considered null and void, but shall be limited to the maximum geographical area or duration permitted by applicable law, as determined by the competent courts, as the case may be.

## **ARTICLE 12 : DATA PROTECTION**

**12.1.** In the course of its mission, it is possible that personal data may be provided by PRESTA SERVICE BENELUX to the Provider/Supplier (e.g., name and email address of contact persons at the end client). In this regard, all parties shall be obligated to comply with the provisions of the General Data Protection Regulation (GDPR) and any other Belgian regulations related to data protection.

**12.2.** In this context, and as a data processor, the service provider/supplier shall take all necessary measures to ensure the security and confidentiality of the personal data it processes solely for the purposes described in the contract. PRESTA SERVICE BENELUX shall be considered as the data controller for the personal data collected by it and made available to the service provider/supplier for the execution of the contract. When accessing personal data in the performance of this contract, the service provider/supplier acts on the instructions of PRESTA SERVICE BENELUX, unless otherwise required by the GDPR or by law, decree, or ordinance. If necessary, the service provider/supplier shall take appropriate measures available to it or provide instructions to persons acting under its authority. The service provider/supplier shall implement the necessary

technical and organizational measures to protect personal data against accidental or unauthorized destruction, accidental loss, as well as unauthorized alteration, access, and any other unauthorized processing of personal data. These measures shall provide an adequate level of security, taking into account, on the one hand, the state of the art in the field and the costs associated with the implementation of these measures, and, on the other hand, the nature of the data to be protected and the potential risks..

**12.3.** The service provider/supplier undertakes, in any case, to promptly communicate to PRESTA SERVICE BENELUX, within twenty-four hours:

- 12.3.1. Any binding request for the disclosure of personal data from an authority, unless otherwise prohibited by criminal law to preserve the confidentiality of a police investigation.
- 12.3.2. Any accidental or unauthorized access.
- 12.3.3. Any request received directly from data subjects, without responding to it, unless otherwise authorized by PRESTA SERVICE BENELUX.
- 12.3.4. Any inability, for any reason, to comply with the relevant regulations..

## **ARTICLE 13 : RELEVANT JURISDICTION**

**13.1.** The resolution of any dispute or disagreement that may arise between PRESTA SERVICE BENELUX and the service provider/supplier shall be exclusively submitted under the jurisdiction of the French-speaking Brussels Business Court, even in the case of summary proceedings, third-party proceedings, or multiple defendants, unless mandatory provisions state otherwise and allow the Parties to deviate from this provision.

## **ARTICLE 14 : LANGUAGE AND APPLICABLE LAW**

**14.1.** Any disputes arising between PRESTA SERVICE BENELUX and the service provider/supplier regarding the execution of an order, the contract, or these General Conditions, their interpretation, and their application, shall be governed by Belgian law.

**14.2.** The English language shall be applicable in the relations between PRESTA SERVICE BENELUX and the Provider/Supplier but the French version of these General Terms and Conditions of Purchase

shall prevail on this English translation.

**ARTICLE 15 : MISCELLANEOUS**

**15.1.** The service provider/supplier performs its services independently and without any subordination to PRESTA SERVICE BENELUX. These General terms and conditions of purchase or the contract do not create any form of legal entity, partnership, agency contract, or joint venture between the parties.

**15.2.** The contract shall not be assigned or subcontracted by the service provider/supplier. The service provider/supplier may only assign or subcontract parts of the work(s) with the prior written consent of PRESTA SERVICE BENELUX. In any case, the service provider/supplier shall remain responsible for all services performed and supplies delivered by any subcontractors.

**15.3.** The nullity or inapplicability of any clause in these General terms and conditions of purchase shall not affect the validity or applicability of the other clauses. In such a case, the disputed clause shall be replaced by a valid clause that is economically closest to the null or inapplicable clause.

**15.4.** The General Conditions of Purchase, as well as the special terms contained in the purchase order, constitute the entire agreement between the Parties and supersede all prior negotiations, representations, or agreements, whether written or oral, between the Parties prior to the date of acceptance of the offer, concerning its subject matter, unless otherwise stipulated in writing by the Parties. Furthermore, these General Conditions of Purchase shall prevail over the general terms and conditions of sale of the Provider/Supplier in all circumstances.

**15.5.** Any communication or notification between the Parties shall be validly made by registered letter with acknowledgment of receipt to its registered office or by email to the contact details exchanged between the Parties.