



General terms and conditions of sale IPEX

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1 Collective provisions

1.1 Scope - acceptance - obligation of means - balance of rights and obligations

- 1.1.1** These are the general terms and conditions of sale (hereinafter the "GTC") of IPEX Liège SA, a limited company with its registered office at Parc Industriel des Hauts Sarts, 2ème Avenue 65 - 4040 Herstal, VAT number BE 0667681781 (hereinafter referred to as the "Supplier").
- 1.1.2** The GTC apply to all orders for services and/or products (initial and subsequent orders) sent by a customer of the Supplier (hereinafter the "Customer") and received and accepted by the Supplier or to offers issued by the Supplier and accepted by the Customer (hereinafter the "Contract(s)").
- 1.1.3** The GTC apply to both professional and non-professional customers, unless specifically stated otherwise.
- 1.1.4** The applicability of the Customer's general or special conditions is excluded.
- 1.1.5** The Customer acknowledges having been fully and adequately informed of the needs expressed to the Supplier. The Supplier has based its commercial offer exclusively on these needs.
- 1.1.6** The Supplier assumes an obligation of means in the performance of its services or those of its subcontractor(s).
- 1.1.7** The Parties declare and acknowledge that all the provisions referred to in these general terms and conditions have been negotiated and discussed (or may have been the subject of negotiations) and are therefore balanced. Consequently, the Parties waive their right to invoke the unfair nature of one or more clauses on the basis, in particular, of the Code of Economic Law.

1.2 Prices and payment

- 1.2.1** Prices specified by the Supplier are exclusive of taxes and charges, unless expressly stated otherwise.
- Unless otherwise agreed, the Supplier reserves the right to charge an hourly rate of at least €150 excluding VAT for services carried out at the Customer's request (project development and analysis, GDPR management, etc.) and/or which do not lead to the implementation of a project.
- 1.2.2** Each invoice from the Supplier is immediately payable, unless the invoice specifies a time limit for payment. Failure to deliver a product and/or service due to any information (including (e-mail) address or telephone number) being incorrect, an error by the Customer or any other reason beyond the Supplier's control shall not suspend or cancel the obligation to pay for the services.
- 1.2.3** In the event of non-payment on the due date, the party in default shall automatically be liable to pay monthly interest of 1% on the amount due, without the need for prior notice of default. The defaulting party is also automatically liable to pay a contractual surcharge of 15% in damages, with a minimum of €75.
- 1.2.4** In the event of non-payment by the agreed date, the Supplier reserves the right to immediately suspend any further delivery of products and/or services to the Customer.
- 1.2.5** If the Supplier subcontracts all or part of the services to bpost or to another supplier or service provider (hereinafter, the Postal subcontractor), the Customer acknowledges and agrees that the Supplier shall pass on to the Customer any increase in the rates applied by this Postal subcontractor. The Postal subcontractor is entitled to reclassify any type of item (transactional/promotional/format, size and weight), which is likely to have an impact on postal rates.

- 1.2.6** If the Customer wishes to benefit from the postal agreement concluded by the Supplier with the Postal subcontractor, the Customer undertakes to ensure that the Supplier never has to pre-finance any sum from this Postal subcontractor under the Contract, to set up a provision. An invoice will be issued by the Supplier and paid by the Customer before any services are rendered. At the end of the Contract, the provision will be reimbursed.

The provision is equivalent to at least 1 month's estimated consumption of postal charges plus the payment period granted to the Customer and must be maintained in favour of the Supplier throughout the term of the Contract. If necessary, this amount will be adjusted according to postage volumes.

- 1.2.7** The Supplier may revise the Prices in the begin of each calendar year, in particular in the event of legislative or regulatory changes influencing the Prices, and/or in the event of changes in production costs and/or product purchases. This price revision will take into account the Agoria, Febelgra and consumer price indices and will be calculated according to the following formula:

$$P = P_o * (0.2 + (0.3 * S/S_o) + (0.25 * E/E_o) + (0.25 * F/F_o))$$

P: new price

Po: base price

S: Agoria reference wage index (national average) for the month of December preceding the revision.

So: Agoria reference wage index (national average) for the month preceding the date on which the contract is signed.

E: consumer price sub-index for product group 04.5.1 "electricity" for the month of December preceding the revision.

Eo: consumer price sub-index for product group 04.5.1 "electricity" for the month preceding the date on which the contract is concluded.

F: Febelgra index for woodfree coated paper for the month of December preceding the revision.

Fo: Febelgra index for woodfree coated paper for the month preceding the date of conclusion of the contract.

1.3 Duration and termination

- 1.3.1** The period of validity of an offer is normally specified in the offer. If the offer is not specified, it is valid for 1 month from the date it is sent.
- 1.3.2** If the Supplier and the Customer have entered a Contract which does not provide for a fixed term, then the Contract shall apply for an indefinite term and each Party shall be entitled to terminate the Contract at any time, subject to 3 months' notice, without having to specify the reason and without compensation, by registered letter.
- 1.3.3** Unless expressly stated otherwise, termination of the Contract does not terminate any orders still in progress. The only consequence of termination of the Contract is that no new orders may be placed.

In the event of early termination by the Customer, where the Contract is concluded for a fixed term, the Customer shall be liable for compensation corresponding to the amounts due until the expiry of the Contract.

- 1.3.4** The cancellation or expiry of an order has no effect on the existence and validity of the Contract or on other orders.

If the Customer cancels an order, the Customer must pay the full amount stated in the Contract. An order may only be cancelled by registered letter with acknowledgement of receipt, with an e-mail copy to the Supplier at info@ipexgroup.com.

In the event of bankruptcy, judicial reorganization proceedings, liquidation or cessation of payments by one of the Parties, the other Party may terminate the Contract immediately and without compensation by registered letter.

- 1.3.5** If a Party is guilty of a serious breach of the Contract which it does not resolve within 15 days, insofar as this is useful, of receipt of the formal notice sent by registered post, the other Party is entitled to terminate the Contract and/or current orders with immediate effect, without this affecting the right of the other Party to suspend its obligations. Failure to pay one or more invoices by their due date is always considered to be a serious breach of the Contract.

1.4 Terms and conditions

- 1.4.1.** The Supplier operates two production sites:

1480 Saintes, Avenue Landas, 5 ;

4040 Herstal, 2th Avenue 65.

These sites may be operated, simultaneously or independently, to perform the services owed to the Customer, the latter acknowledging that the choice of production site is left to the Supplier's discretion, these sites present similar levels of good performance and security.

1.4.2. The Supplier uses various technological platforms to exchange data with the Customer (SFTP, API, My-IPEX SAAS platform, etc.) to perform its services. The Customer is responsible for the content of the documents and the manipulations carried out by the Customer on the platforms made available by the Supplier. Consequently, all consequences resulting from handling errors or failure to comply with laws and regulations or the Supplier's instructions shall be borne by the Customer (e.g. filing of several identical documents, filing of documents or any type of data in incorrect directories, filing of malicious files, etc.).

1.4.3. When setting up specific projects, the Supplier bases itself on specifications via documents or representative test data supplied by the Customer. Any modification - however minor - made to these specifications or documents and data that has not been agreed by both parties is likely to alter the Supplier's services (particularly in terms of processing and sending the data/documents) without, where applicable, the Supplier being liable.

Consequently, and with a view to anticipating any difficulties, the Customer undertakes to inform the Supplier as soon as any modification needs to be made to the project during development or production. Any modification will involve the submission of a schedule and the formalization of a print order by the Supplier, which will be submitted to the Customer for approval.

Unless otherwise agreed, modifications carried out at the Customer's request will be invoiced by the Supplier at an hourly rate of at least €150 excluding VAT.

In addition, the Customer undertakes to inform the Supplier of the presence of rare special characters within the files supplied by the latter, as well as information enabling the Supplier to obtain usable data therefrom. The Customer undertakes to supply PDFs that comply with the Supplier's requirements. Failing this, the Supplier assumes no obligation as regards, on the one hand, the recognition of these characters and, on the other hand, any prejudice resulting from this lack of recognition.

Furthermore, the Supplier is not responsible for the content of the documents transmitted by the Customer.

The Customer shall ensure that under no circumstances are data or documents with malicious content (viruses, ransomware, etc.) transmitted to the Supplier by any platform or means whatsoever.

If the Supplier learns that the Customer is affected by an event that could potentially impact its security (e.g. hacking), it reserves the right to take any precautionary measures to limit the effects.

The Customer assumes full responsibility for any consequences arising from failure to comply with the preceding paragraphs.

1.5 Claims

1.5.1 If the Customer wishes to make a complaint, it must be made in full and with reasons within 8 days of the service being provided or the product being delivered or an invoice being received, by sending an e-mail to the Supplier at info@ipexgroup.com. In the case of a complaint following the transport of goods by the Supplier for the Customer, it must be made within 12 hours of receipt of the goods, with pictures.

1.5.2 If a complaint is not complete and substantiated, or is submitted too late, it cannot be accepted.

1.5.3 A claim does not relieve the Customer of the obligation to make payment in accordance with the agreements made between the parties.

1.6 Confidentiality and Personal Data (hereinafter referred to as "PD")

1.6.1 The Parties shall ensure the confidentiality of any information they receive before, during or after the performance of the Contract. The Parties shall also impose this obligation in writing on their employees and any third parties they use.

1.6.2 Insofar as a Party is subject to applicable legal provisions concerning the protection of PD, it shall comply with such provisions.

1.6.3 The PD communicated by the Customer to the Supplier, and in respect of which the Supplier acts as data controller, shall be processed by the latter in accordance with the privacy protection policy available on <https://www.ipexgroup.com/privacy-policy/>.

The PD communicated by the Customer to the Supplier, and in respect of which the Supplier acts as Data Processor, will be processed by the latter in accordance with the provisions relating to data processing in Section 5.

1.7 Intellectual property

1.7.1 The supply of products and/or services by the Supplier to the Customer does not under any circumstances include the transfer of any intellectual property rights to the Customer.

1.7.2 The delivery of products and/or services by the Supplier to the Customer includes at most a non-exclusive right of the Customer to use the intellectual property rights included in these products and/or services for the personal needs of the Customer, in accordance with the use which derives from the nature, manual, description and documentation of the products and/or services concerned.

1.7.3 It is forbidden to modify, copy, translate, distribute or inform the public, in whole or in part, of any intellectual property rights included in the products and/or services supplied by the Supplier to the Customer, without having obtained the Supplier's prior written authorization, except if and insofar as this is authorized according to the nature, manual, description and documentation of the products and services concerned.

1.7.4 The Supplier's trademark, logo, trade name and company names as well as the distinctive signs accompanying them are the exclusive property of the Supplier and may not be used by the Customer, in whole or in part, without the Supplier's prior written authorization.

1.8 Liability

Neither Party may be held liable for the non-fulfilment of its undertakings under the Contract if such non-fulfilment is due to a cause beyond its control, such as force majeure.

Cases of force majeure are those which are caused by an event which the Parties cannot control and which prevents one of the Parties to the Contract from performing its undertakings or which, without necessarily preventing one of the Parties from performing its undertakings, makes the performance of the said undertakings so complex that it would result in inconveniences for that Party such that it could not reasonably be expected to bear them.

The obligations arising from the Contract will be suspended for the duration of the case of force majeure. If the effects of a case of force majeure last longer than 1 month, the Contract may be terminated ipso jure at the request of one of the Parties, without any right to compensation on the part of the other.

In the context of the performance of the Contract, the following shall be considered as cases of force majeure, without this list being exhaustive: destruction of computer equipment, cyber attacks or hacking, total or partial blocking of the Subcontractor's bandwidth/servers for any operation whatsoever. (ex: validation of Mails-IDs by the postal service Sub-Contractor, postal deposit), the temporary or permanent removal or prohibition of the use of the Internet, networks or means of communication, the destruction of installations enabling the Supplier to perform its services, strike, general power cut, epidemic/pandemic, earthquake, flood, fire, war, embargo, act of God, storms, bad weather, etc., etc., which may affect the Supplier's ability to perform its services.

1.8.1 The Supplier may not be held liable:

1.8.1.1 any damage resulting from negligence or error on the part of the Customer or from the Customer's failure, whether intentional or not, to comply with the obligations arising directly or indirectly from the GTC, the applicable legal provisions and any other agreement concluded between the Parties;

1.8.1.2 for any damage or loss arising out of or in connection with the Customer's use of the goods or services of third parties.

1.8.1.3 any indirect damage. "Indirect damage" is understood to mean lost profit, financial or commercial loss, loss of clientele, loss of gain, loss of opportunity(ies), loss of income, loss of profit, loss of contracts, loss of turnover, loss of interest, loss of savings or missed savings, loss of incomes, loss of production, loss of use, loss of goodwill and/or reputation, deterioration/loss of data, unavailability of data, loss of time, loss of profit, increased costs, interruption or stoppage of business, unemployment, increased overheads or damage to third parties or third party property.

1.8.2 The Supplier's liability for proven actual direct damages under the Contract, whether on a contractual or extra-contractual basis, shall be limited to the coverage of its liability insurance, if and to the extent that liability insurance applies. In all cases, and to the extent that liability insurance does not apply or does not cover certain damages, the Supplier's liability shall be limited, in aggregate, to one third of the amounts paid during the 12 (twelve) months preceding the month in which the event, or series of events, giving rise to the liability occurred, and with a maximum of EUR 100,000 (one hundred thousand euros). Furthermore, no action for extra-contractual liability may be brought against members of the Supplier's staff, its directors and, more generally, against any person acting on its behalf who may be qualified as an "auxiliary" within the meaning of the Civil Code. Conversely, when the Supplier acts as a sub-contractor of the Customer, the latter undertakes to include a liability exemption clause in the main contract for the benefit of the Supplier and its auxiliaries.

1.8.3 Any legal action brought by the Customer against the Supplier, on whatever grounds, must be brought at the latest within one year of the Customer becoming aware or reasonably ought to have become aware of the event or circumstances giving rise to the legal action, failing which the legal action will be inadmissible.

1.9 Unforeseeability

1.9.1 The Supplier shall be entitled to request the renegotiation of the Contract in the event of a change in circumstances, particularly of an economic, political or technical nature, which makes the performance of the Contract excessively onerous in such a way that it cannot reasonably be required and that this change was unforeseeable when the Contract was concluded.

During the negotiations, the Parties shall continue to perform their obligations.

If, after a period of one month from the start of negotiations, the Parties fail to reach agreement on a revision of the Contract, the Supplier shall be entitled to terminate the Contract without compensation.

1.10 Non-solicitation

The Customer shall refrain, without prior written agreement, from directly or indirectly making offers of employment to any of the Supplier's employees who have worked in the context of the performance of the Contract, or from taking them into its service, under any status whatsoever.

This waiver is valid for as long as the Parties are in a business relationship and for a period of twelve (12) months from the date of termination of the Contract.

In the event that the Customer does not comply with this undertaking, it undertakes to compensate the Supplier by paying it a flat-rate indemnity of 50,000.00€ per person dismissed, as well as the costs of replacing the staff concerned (recruitment costs - training - transfer of knowledge, etc.).

1.11 Final provisions

1.11.1 The Supplier reserves the right to amend the GTC. The amendment will only take effect once the Customer has been informed of it and will apply to any order placed after that date.

1.11.2 No modification of the Contract may be made without written agreement. In the absence of such agreement, the absence of any reaction to acts or omissions contrary to the provisions of the Contract shall in no way be considered as approval.

1.11.3 The fact that the Supplier does not require the Customer to comply with its applicable obligations at any given time shall in no way imply that the Supplier waives its right to require compliance at any time. The Supplier's waiver of any particular breach by the Customer of its obligations shall not constitute a waiver by the Supplier of any other breach of the same or any other provision or a declaration of waiver of the obligation in question.

1.11.4 The validity of these GTC and the Contract shall not be affected by the invalidity of any provision included therein. In this case, the aforementioned provisions will be deemed not to have been established. The Parties will then work together to replace the clause in question with a valid clause, producing legal and economic effects as close as possible to the clause in question.

In the event of a contradiction between one or more provisions of these GTC and the Contract, the provisions of the latter shall prevail.

In the event of any difficulty of interpretation within these GTC, the provisions relating to a specific situation shall prevail over the general provisions.

The Contract and the GTC contain all the commitments of the Parties and any correspondence, offers or proposals made prior to the signing of the Contract shall be deemed not to have been made.

The relationship between the Customer and the Supplier is governed exclusively by Belgian law. In the event of any dispute, the courts of the jurisdiction of Walloon Brabant shall have exclusive jurisdiction.

2 Specific provisions for non-professional customers

2.1 Right of withdrawal for the registered e-mail service.

The Customer acknowledges that the digital registered e-mail service mentioned in Section 3 will be carried out as soon as the Customer has provided a dispatch instruction to this effect. The non-professional Customer hereby explicitly waives any right of withdrawal in this respect pursuant to Section VI.53 of the Belgian Economic Code.

3 Provisions applicable to the digital registered e-mail service

3.1 Scope of application

3.1.1 This Section 3 applies to the Registered e-mail service "Plus" (hereinafter "RMP") offered by the Supplier to the Customer, directly on its website or by a means developed by a third party, such as a mobile application, software or website.

3.1.2 The provisions of this Section 3 supplement the other general provisions. Where Section 1 and Section 3 conflict, the provisions of Section 3 shall prevail.

3.2 How the RMP works

3.2.1 The Supplier offers a service for sending, tracking and archiving RMPs. The service offered to the Customer constitutes proof that the data provided has been processed, proof of the absence of any change, loss, theft or unlawful modification of the data, proof of the sending and receipt of the data at the address provided by the Customer, as well as the time and date of the various activities.

3.2.2 The Customer is informed that the Supplier offers different types of RMPs in accordance with Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (hereinafter the "eIDAS Regulation"). The Customer is aware that the indemnity and legal consequences differ depending on the type of RMP offered by the Provider. For more information on the different types of RMP offered by the Supplier, the Customer may refer to the following website: <https://www.recommendedigital.be/>

3.2.3 In order to use the RMP, the Customer must connect to the Supplier's RMP platform and enter all the necessary details for sending, including the recipient's e-mail address, the subject and the attachment.

3.2.4 The automated data (or "Logs") recorded in the computer systems of the Supplier or its subcontractor are considered by the Parties to be sufficient, independent and conclusive evidence of the existence, performance and payment for the delivery of the products and/or services by the Supplier, in the absence of proof to the contrary.

3.3 Rights and obligations of the Parties

3.3.1 The Provider undertakes to ensure the smooth operation of the RMP to the best of its ability. However, the Supplier reserves the right to suspend the operation of the RMP for tests, audits, activities carried out to improve network traffic, maintenance, server updates, a (threat of) breakdown, without the Supplier being obliged to provide the Customer with a guarantee or payment of any kind whatsoever.

3.3.2 The Customer acknowledges that the RMP is carried out as soon as it has provided an instruction to send this RMP.

3.3.3 The Customer agrees to communicate in a clear, legible and exhaustive form his contact details and in particular a valid e-mail address, the data to be transmitted via the RMP and the complete e-mail address of the recipient. The Customer is solely responsible for the existence, accuracy, integrity and confidentiality of this data until it reaches the Supplier's server. The Supplier is in no way responsible for the accuracy of the information provided by the Customer.

3.3.4 The Customer shall refrain from any illegal use of the RMP and any breach of the applicable legislation.

3.3.5 Each Party may suspend its obligations towards the other Party if it acts in breach of the applicable legislation or the GTC in any way whatsoever, without the suspending Party owing the other Party any guarantee or payment of any kind whatsoever.

3.3.6 It is the Customer's responsibility to take sufficient security measures on the device used to access the RMP, including a secure password, an up-to-date operating system and anti-virus software.

3.3.7 The Contract will not be archived by the Supplier for the Customer and the Customer is responsible for archiving his copy of the Contract.

3.3.8 The Supplier reserves the right to provide the RMP or part of the service with the assistance of one or more subcontractors.

3.3.9 The Supplier reserves the right to readjust, improve and update the RMP at any time. If the readjustment leads to a considerable

difference in the use of the RMP, the Customer will be informed within a reasonable period of time.

3.3.10 The Supplier shall retain the hash code of the e-mail correspondence for at least 7 years for the benefit of the Customer and the recipient or for as long as the Contract is in force if its duration exceeds 7 years. During this period, the usage overview is available via the dashboard and the hash code can be checked via the website. With the exception of non-business customers, costs may be associated with this, depending on the recovery method. No verification is possible without the hash code provided. After 7 years or on expiry of the Contract, the tickets are withdrawn by the Supplier and the hash code can no longer be verified via the website. However, the Customer has the option of exporting the Tickets (before they are withdrawn by the Supplier) via the dashboard. In this case, the integrity of the electronic correspondence can still be checked manually by comparing the note with the hash code in the notification mail.

3.4 Payment for services

3.4.1 Notwithstanding Article 1.2 of the GTC, if the RMP is ordered via an application, software or website of the Supplier or of a third party responsible for paying for the service, the Customer accepts that the payment will be debited from his bank account or credit card or invoiced by the Supplier or the third party, as the case may be.

3.5 Responsibility of the Parties

3.5.1 Notwithstanding Article 1.8 of the GTC, it is the Customer's responsibility to adapt the use of the RMP to the exact and specific characteristics of its needs. The Supplier is in no way responsible for the Customer's choice to use the RMP, nor for its choice to use a qualified service (eIDAS art. 43.1, art. 44 in combination with art. 35) or a non-qualified service (eIDAS art. 43) within the meaning of the eIDAS Regulation. The Customer also acknowledges that the RMP cannot replace all registered postal items, in particular those required by law or on the basis of a contract.

3.5.2 Notwithstanding Article 1.8 of the GTC, the Supplier is in no way responsible for the content of details sent via RMP. The Customer is solely responsible for the data sent via an RMP, the transmission channel chosen and the recipient's address. The Supplier undertakes not to access the content of the RMP unless explicitly requested to do so by the Customer or the authorities. The Supplier cannot guarantee that the files attached by the Customer are free of viruses or other malicious programs, nor can it systematically verify that the content of the registered e-mail does not contravene applicable legislation. However, the Supplier reserves the right to suspend or terminate the service if it has good reason to suspect that the content of the registered e-mail may contain a virus, spam or may infringe applicable legislation.

3.5.3 Notwithstanding Article 1.8 of the GTC, to the extent legally permitted, the Supplier shall not be held liable:

3.5.3.1 when the recipient of an RMP sent by the Customer refuses to open the RMP it has sent;

3.5.3.2 if the RMP is not sent because the recipient is unavailable, either because the recipient's address is incorrect, or because the recipient's mail server is not working properly;

3.5.3.3 in the case of a hybrid service: for failure to deliver a registered letter written and posted by the Supplier. The Supplier's liability in this respect is limited to the delivery of the registered letter to the post office;

3.5.3.4 for any interruption of the RMP if this is the result of maintenance, disruption or loss of the network, or computer intrusion: these situations are considered to be cases of force majeure. In the event of disruption to the RMP, the Supplier will inform the Customer of the start and end of the disruption via its website as far as possible.

3.5.4 With respect to the RMP, the Supplier shall be liable for damages caused intentionally or negligently to any natural or legal person as a result of a breach of the obligations under the eIDAS Regulation. The intent or negligence of the Supplier as a qualified TSP is presumed, unless the Supplier proves otherwise.

4 Provisions applicable to other services

4.1 Scope of application

4.1.1 This Section 4 applies to all services provided by the Supplier to the Customer, other than RMP as defined in Section 3, such as, but not limited to, variable or non-variable data printing services, promotional and/or transactional e-mails and SMS, postal or electronic communications, labels and cards, and the provision of platforms or API/ SFTP relating to the aforementioned services (hereinafter together referred to as the "Service(s)").

4.1.2 The provisions of this Section 4 supplement the other general

provisions. Where Section 1 and Section 4 are in conflict, the provisions of Section 4 shall prevail.

4.2 Responsibility of the Parties

4.2.1 The presentation of a ready-to-production proof, accepted by the Customer, releases the Supplier from any liability for errors or omissions noted before or after production. In any event, the Customer undertakes to accept a certain tolerance with regard to the details printed on the paper medium, regardless of the size of the page, the satin effect, etc.

4.2.2 The Customer is solely responsible for the data transmitted, its transmission and its format. In particular, the Customer confirms that the data required to generate the barcode or any variable information is supplied exclusively under its responsibility and that the Supplier assumes no responsibility for the suitability of this data.

4.2.3 In cases where the Supplier only acts as a reseller of certain services or products (machines, inks, software, etc.), the warranty is limited to that offered by the manufacturer.

4.3 Delivery

4.3.1 The Services are provided at the Customer's own risk. All delivery costs (in particular postage and packaging costs) shall be borne by the Customer, unless otherwise agreed. Collection or dispatch of the Service implies approval of the product or service by the Customer. Use of part of the Service implies acceptance of the service as a whole. A defect in part of the Services does not entitle the Customer to refuse delivery as a whole.

4.3.2 The Service delivered to the Customer remains the property of the Supplier until full payment has been made. However, the risks are assumed by the Customer as soon as the order or any other form of contract is placed.

4.3.3 The Supplier reserves the right to make partial deliveries and to send an invoice for these deliveries. The Customer must pay these invoices without waiting for delivery of the complete order.

4.4 Data retention

4.4.1 Unless otherwise agreed or notwithstanding legal obligations, the Supplier is not obliged to retain the data and data carriers supplied by the Customer until the end of the performance of the assignment (whatever the medium, paper or electronic).

4.5 Data exchange platforms and maintenance

4.5.1 Notwithstanding the general provisions of the GTC, these provisions apply to all data exchange platforms offered by the Supplier.

4.5.2 The Supplier reserves the right to update and/or modify its platforms at any time without prior notification or announcement of such change. The Customer acknowledges the Supplier's right to carry out timely updates and/or maintenance on its platforms/applications/software/licences/systems/services/products/solutions/machines/infrastructure. In the event that the Supplier's intervention may have a negative impact on the provision of services, the Supplier undertakes to inform the Customer of this no later than five working days prior to its intervention.

By way of derogation, the Customer accepts that urgent/critical security updates may be carried out with very little warning.

Updates and maintenance requested by the Customer may be invoiced by the Supplier.

The Supplier maintains an availability of access to IT services (in particular SFTP and API) of 99.8% on an annual basis, excluding announced maintenance.

4.5.3 Software installation by the Supplier is subject to a separate agreement and is not included in the price, unless otherwise stated. Installation is deemed to have been carried out by the Supplier once the installation form has been signed.

4.5.4 If the Supplier installs software, the Customer shall grant the Supplier, or a third party designated by the Supplier, sufficient access and shall provide all necessary and useful information.

5 Provisions relating to the processing of Personal Data - GDPR

5.1 Introductory note

This Section of the GTC shall apply only if and insofar as the Supplier acts as a subcontractor and processes PD on behalf of and for the account of the Customer in the performance of the Agreement. The Customer acknowledges and accepts that where the Supplier processes PD which is provided by the Customer under the Contract, the Supplier is acting as a subcontractor for the processing of PD vis-à-vis the Customer, who remains the data controller in accordance with the obligations arising from the GDPR.



5.2 Definitions

"PD" refers to all personal data relating to a data subject and transmitted by the Customer or generated in the context of Data Processing.

"Sensitive Data" refers to the specific data of a Data Subject, such as information relating to health, genetic data, biometric data or data relating to race or ethnicity, political, religious or philosophical beliefs or trade union membership, as well as data relating to a person's sexual orientation; as well as data relating to an offence or conviction.

"Data controller" means the Customer.

"Data Processor" means the Supplier who processes PD on behalf of the Data Controller.

"General Data Protection Regulation" or "GDPR" means Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of PII and on the free movement of such data.

"Data Subject" means the natural person whose PD is entrusted by the Customer to the Supplier as a subcontractor in the performance of the Contract.

"Authorised Person" means the Supplier's personnel and any subcontractor or third party authorised by the Customer, or any government authority on the basis of a legal provision.

"Processing" means any act or series of acts relating to the PD of a Data Subject, whether or not carried out by automated means, such as collecting, documenting, structuring, saving, updating or modifying, requesting, consulting, using, making available by transmission, distribution or any other method of making available, aligning or combining, filtering, erasing or destroying data.

"Services" means the products and services that the Supplier provides to the Customer under the Contract.

5.3 Object

5.3.1 The Supplier shall exclusively process the PD provided by the Customer in the Customer's name and on the Customer's behalf for the sole purpose of providing the Services and therefore complying with the provisions of the Contract and the Customer's written instructions.

5.3.2 Generally speaking, the Supplier processes the following categories of Personal Data: (i) identification data (surname, first name, gender, address, customer number, email, telephone, etc.) of the intended recipient, as well as the content of an (electronic) shipment (billing data, payroll data, etc.) that the Supplier arranges for the Customer and; (ii) where the sender is not the Customer, the name and (electronic) contact details of the sender, as well as the content of an (electronic) shipment that the Supplier handles for the Customer, including Sensitive Data where applicable.

5.3.3 The categories of Data Subjects are the senders and recipients of (electronic) mail which the Customer handles on its behalf (customers, patients, employees, debtors, etc.).

5.3.4 The purposes of the Processing are, depending on the case in question, to send advertising campaigns, to manage payroll, to send promotional mail, to send transactional documents (invoices, etc) and to send medical examination results.

5.3.5 The nature of Processing is generally the sending of documents via different channels such as post, email, SMS, ebox, etc.

5.3.6 In any event, the Parties will treat PD in accordance with the GDPR and, in general, with all legislation to which the Parties are subject.

5.3.7 It is the Customer's responsibility to inform the Supplier of any changes to the Data processed.

5.4 Duration of processing

5.4.1 In general, and unless otherwise instructed by the Customer, the Supplier will securely delete the production data relating to the Services and which have been processed for the Customer 60 (sixty) calendar days after the date on which the corresponding files were created. Any deletion of processed data shall not call into question the regularity and proper performance of the Services carried out for the Customer.

5.4.2 Notwithstanding the above, the Supplier may retain production data for a longer period:

* as part of the management of registered letters and (this service is billable)

* in the event of a documented request from the Customer (this service is billable)

* in the event of a dispute relating to the performance of the Contract.

Notwithstanding the foregoing, PD shall not be immediately deleted from the Supplier's backup systems, which are encrypted and unalterable. The PD may remain stored for up to 12 months in these backups, until they are automatically destroyed.

The Supplier undertakes not to use the backups of these deleted data for any purpose other than maintaining the integrity of the backups, unless the Customer so requests (billable operation) or the Supplier is obliged to do so by law.

5.5 Obligations and guarantees of the data controller

5.5.1 The Data Controller guarantees that it has collected PD in accordance with the GDPR and applicable regulations.

5.5.2 The Controller shall ensure that written instructions are provided to the Supplier and shall request that the Services are provided in accordance with the GDPR and applicable regulations.

5.6 General obligations of the Supplier

5.6.1 The Supplier accepts :

To process the Customer's PD with the strictest confidentiality;

Refrain from distributing the Customer's PD to any third party, with the exception of Authorised Persons;

To process and disseminate PD only in accordance with the Data Controller's written instructions, to the extent necessary for the provision of the Services;

To inform the Customer if any of its instructions appear to be in breach of the GDPR or any other regulation, and to suspend the execution of the instruction in question until confirmation or adaptation by the Data Controller;

Impose confidentiality obligations on its staff who have access to the Customer's PD;

Take sufficient organisational and technical security measures, as defined in Article 5.7;

To assist the Customer, as far as possible, in answering the questions of the Data Subject;

To provide the Customer with all the information necessary for the Customer to establish the compliance of what has been agreed in the Contract. In this respect, the Supplier and the Customer agree to apply a principle of proportionality and gradation in the checks relating to compliance with the GDPR, giving priority in the first instance to examining existing certifications before considering more in-depth audits. The Customer has a period of 30 (thirty) calendar days from receipt of the aforementioned certifications to examine their relevance and request, if necessary, additional detailed information from the Supplier, as well as to notify the Supplier in writing of the need for any additional audit, giving precise reasons for its request. However, this principle of gradation does not apply in the case of an audit initiated by a Customer's supervisory authority.

Any additional audits will not take place more than once per calendar year and will be charged to the Customer at a minimum of €2,500 unless otherwise agreed;

Help the Customer, if necessary and at extra cost, to carry out a data protection impact analysis.

5.7 Security measures

5.7.1 The Supplier shall use its best efforts to Process PD securely, taking into account current technology, in accordance with the appropriate technical and organisational arrangements. The Supplier has put in place procedures to protect PD against loss and unauthorised access, as well as specific procedures, in the event that the continuity of activity of one of its sites is compromised. The Supplier has incorporated technological security measures that include security software, passwords and firewalls, which are designed to prevent unauthorised access to its computers and servers. The Supplier has also put in place procedures to ensure that it is informed in real time of any technical incidents and system breakdowns, so that it can resolve such incidents and breakdowns as soon as possible.

5.7.2 When sending the Customer's PD to the Supplier, the Supplier shall provide the Customer with a secure platform or request the Customer to transfer such Data in a secure manner. The Supplier specifies that where the Customer sends the Supplier data for the purpose of testing

the functionality of the services offered by the Supplier, the Supplier assumes that this is fictitious or anonymised data which does not constitute PD. In any event, if the Customer does not wish to send the PD via a secure server/transfer, the Supplier cannot be held responsible for any incident suffered by these PD during the transfer.

5.8 Requirements for the involvement of a subprocessor

5.8.1 The Customer accepts that its PD may be processed by third parties, as set out below, and that these subprocessors may have access to the PD in order to provide the Services.

5.8.2 The Customer undertakes to keep itself constantly informed and to comply with the terms and conditions and specific features of the requirements and/or technical documentation of the secondary subcontractors. In the event that a secondary subcontractor modifies its SLA or prices or adopts new technical specifications that give rise to additional costs, the Supplier reserves the right to pass these on to the Customer, and the Customer undertakes to accept bearing these costs.

5.8.3 The Supplier shall have the Customer's general authorisation to recruit secondary subcontractors on the basis of a list which the Supplier shall keep available for the Customer. The Supplier shall inform the Customer in writing of any plans to modify this list by adding or replacing secondary subcontractors at least 15 (fifteen) days in advance, thus giving the Customer the necessary time to be able to object to these changes before the recruitment of the secondary subcontractor(s) concerned. The Supplier shall ensure that these third parties are subject to a confidentiality agreement and provide sufficient guarantees for the implementation of appropriate technical and organisational measures to ensure that the Processing of PD by these third parties protects the rights of the Data Subject. The Customer accepts that bpost is not considered as a subcontractor within the meaning of the GDPR, but as a data controller.

5.9 Violations of PDs and the obligation to provide assistance

5.9.1 The Supplier agrees to inform the Customer without unreasonable delay in writing of any incident involving PD obtained from the Supplier. It is the Customer's responsibility to assess whether the incident constitutes a breach of PD within the meaning of Article 4 (12) of the GDPR .

5.9.2 To this end, the Supplier agrees to inform the Customer:

The nature of the breach of PD ;

The category and number of People concerned or the number of PD involved;

Likely consequences of breaching PD ;

Measures taken regarding this violation.

5.9.3 The Supplier shall use its best efforts to determine the causes of this breach and to prevent such situations from recurring as far as reasonably possible.

5.9.4 The Supplier shall assist the Customer in any notification of the incident to the supervisory authorities and to the Person(s) concerned. In any event, the Supplier shall cooperate with the Customer on requests for information made by the supervisory authority with regard to the Services.

5.10 Place of treatment

5.10.1 The Supplier is established on the territory of the European Economic Area and endeavours as far as possible to Process PD on this territory or in a third country which benefits from an adequacy decision from the European Commission. However, where the Supplier uses the IT services of a secondary subcontractor on the basis of Article 5.8 (e.g. Microsoft Office or Atlassian), this secondary subcontractor may be required to Process PD outside the territory of the European Union. In such a case, if the transfer concerns a third country that does not benefit from an adequacy decision from the European Commission, the Supplier shall check that the level of protection of PD is sufficient.

5.11 Questions from third parties

5.11.1 The Supplier agrees to inform the Customer of any request from third parties (governments or Data Subjects) to obtain access to PD and to collaborate with the Data Controller on the follow-up of such matters. In this regard, the Supplier agrees not to respond to such questions without first obtaining the Customer's explicit consent in this regard.