

1. Definitions

For the purposes of these General Purchase Terms and Conditions ("T&Cs"), the capitalized terms below are defined as follows:

"Contract": any agreement concluded between Purchaser and Supplier for the delivery of Goods and/or Services, including notably (i) any PO accepted by Supplier in accordance with article 3, and (ii) any concluded framework agreement on the basis of which Purchaser issues individual POs;

"Entity": POST Luxembourg, a public undertaking created by virtue of the amended Law of 10 August 1992, registered in the Luxembourg Trade and Company Register under number J28, with its registered office at 8a avenue Monterey, L-2163 Luxembourg, and/or any entity in which POST Luxembourg holds directly and/or indirectly a participation of at least 20%;

"Good": any tangible movable item, also if made on Purchaser's specifications and including any software provided to Purchaser under a Contract;

"Party" or **"Parties"**: Purchaser and/or Supplier;

"PO": any purchase order for the delivery of Goods and/or Services issued by Purchaser;

"Price": the price for the delivery of Goods and/or Services as indicated in the Contract;

"Purchaser": any Entity referring explicitly to these T&Cs;

"Supplier": any party delivering Goods and/or Services to Purchaser under a Contract;

"Service": any service provided under a Contract which does not (primarily) involve the provision of one or more Goods, including the licensing of intellectual property rights.

2. Scope of the T&Cs

Provided they are explicitly referred to therein, these T&Cs shall apply to (i) any Contract, and (ii) any pre-contractual exchanges between the Parties. In the event of any conflict between the T&Cs and other provisions of the Contract, the latter terms of the Contract shall prevail.

3. PO acceptance and changes

3.1 A PO shall be accepted "as is" by Supplier and constitute a Contract upon the earliest of the following three (3) events:

- (i) confirmation by Supplier to Purchaser of a PO without any reservation;
- (ii) start of delivery by Supplier of

the Good(s) and/or Service(s) mentioned in the PO;

(iii) failure of written reaction by Supplier in accordance with the contact details in the PO within five (5) working days following receipt of PO by Supplier.

3.2 Any PO can be revoked or changed free of charge by Purchaser until its acceptance pursuant to article 3.1.

3.3 Upon Purchaser's request, Supplier shall accept that changes are made without costs to:

(i) the Contract in order to correct manifest material errors in a PO at any time;

(ii) the scope of the Goods and/or Services described in the Contract until (a) ten (10) working days before the delivery date or (b) if earlier, the moment of commencement of preparation of Goods and/or Services whereof supplier cannot recover its cost in any other operations;

(iii) the method of packaging and/or shipping and the place and/or time of delivery as long as the packaging respectively shipping process has not been initiated.

3.4 If any change relating to article 3.3 (ii) or (iii) leads to a Price increase of at least 3% or affects the delivery schedule, an equitable adjustment may be made if agreed by Purchaser.

4. Financial terms

4.1 The Price shall be the maximum price to be paid by Purchaser. Any price increase or indexation is not accepted.

4.2 Supplier shall provide Purchaser upon request with any specific breakdown of all or part of the Price.

4.3 Invoices shall specify the applicable VAT (if applicable) but shall exclude any duties or taxes which shall be exclusively borne by the Supplier, unless provided otherwise by applicable law.

4.4 Supplier shall send invoices for each delivery of Goods and/or Services in conformity with the details in the Contract. Invoices must correspond to the PO and line number as well as the Purchaser or Supplier part number (where applicable) and indicate whether they are partial or total invoices.

4.5 Purchaser shall not accept invoices notified before the actual delivery or later than two (2) months after the

delivery of the concerned Goods and/or Services or after their acceptance if a specific acceptance procedure applies.

4.6 The payment term shall be thirty (30) calendar days as from the date of notification of the invoice.

4.7 The creditor Party shall be entitled to interest for late payment of undisputed amounts at the applicable statutory rate per annum as from the first day upon expiry of the applicable payment term and to a maximum sum of forty (40) EUR for recovery costs.

4.8 Any amount due by Supplier in connection with a Contract, may be set off by Purchaser against any amount that would be due to Supplier, albeit in connection with another Contract.

5. Delivery

5.1 Supplier shall deliver the Goods and/or Services strictly in accordance with the terms and dates specified in the Contract (obligation of result). Any deviations therefrom must be notified immediately to Purchaser.

5.2 The packaging of delivered Goods must be adequate and contain a delivery slip (mentioning the PO and line numbers as well as the Purchaser or Supplier part number where applicable) and the shipping documents, but not the invoice.

5.3 Supplier's failure to comply with delivery times shall entitle Purchaser to (i) terminate the Contract or the relevant PO, without any further cost for Purchaser or payment for non-delivered Goods and/or Services or (ii) accept in writing an extension of the delivery period, in which event Purchaser is entitled to 3% of the Price for every commenced week between the initially agreed delivery date and the date of actual delivery.

5.4 Purchaser shall further have no obligation to accept Goods and/or Services which do not meet the terms of the Contract or are delivered prior to or after the agreed delivery date. In such case, the Goods may be returned at Supplier's sole risk and expense.

5.5 If the Goods and/or Services are non-conforming and/or defective, Purchaser may either:

- (i) obtain reimbursement of any part of the Price that has been paid in relation to the Goods and/or Services concerned and oblige Supplier, at the latter's sole risk and

expense, to properly dispose of such Goods and/or to return any of Purchaser's affected equipment to its proper condition;

(ii) oblige Supplier to replace the concerned Goods and/or Services by compliant and non-defective ones.

5.6 Purchaser may notify any apparent defects to Supplier in writing (including per e-mail) within seven (7) working days following delivery, in which event it may then choose to (i) return the Good at Supplier's cost and be reimbursed the Price or (ii) keep the Good and be reimbursed a proportionate part of the Price.

5.7 Supplier shall retain risk of loss to all Goods and/or Services under a Contract until the moment that they have been delivered in accordance with article 5 (and in the case of Goods, DDP (Incoterms 2010)) or, if a specific acceptance procedure has been foreseen, until the date of notification of acceptance by Purchaser.

6. Supplier's Obligations

6.1 6.1 Supplier commits that (i) it and its Goods and/or Services comply with the concerned PO and all applicable laws and regulations and in particular the regulations related to the protection of personal data, (ii) each Good and/or Service is free from all encumbrances and claims of third parties, and (iii) it maintains for the duration of the Contract an adequate liability insurance coverage. Goods and/or Services must comply with this article at the date of delivery and for a period of three (3) years thereafter.

6.2 6.2 Supplier commits to a good faith obligation of information and assistance towards Purchaser, including the obligation to provide any relevant documents in relation to the Goods and/or Services.

6.3 6.3 Supplier agrees to comply with any internal policies (incl. health, security and safety rules) communicated to it or available on the Purchaser's website (www.postgroup.lu), such as the Purchaser's Supplier Code of Conduct ("Code de Conduite Fournisseurs").

6.4 6.4 Supplier shall promptly notify Purchaser of any claim or proceedings regarding fraud, bribery or any unlawful practices brought against Supplier which could impact the execution of the Contract.

7. Confidentiality

Each Party shall, at all times during and for a period of three (3) years (i) after the Contract or (ii) after the end of unsuccessful commercial negotiations, keep confidential the other Party's

confidential information and not use it or disclose it to any third party without the other Party's prior written consent, unless disclosure is required under applicable law, by order of a competent court or authority. For the purpose of this article, confidential information means any information made accessible by any Party in connection with a Contract, that is marked as "confidential", or which must by its nature be considered as such, with the exclusion of information that already and lawfully (i) is already known to the other Party, (ii) is publicly available or (iii) has been obtained from a third party other than by breach of the Contract;

8. Termination

8.1 8.1 Purchaser reserves the right to terminate the Contract at any time without cause. Unless otherwise stipulated in the termination notice, Supplier will do its best efforts to stop any pending order-picking and/or delivery processes in relation with the Contract, and re-assign to other operations any Goods and/or Services not yet delivered to Purchaser. Supplier will invoice Purchaser only for the Goods and/or Services that Supplier could not reasonably re-assign to other operations after their effective delivery.

8.2 8.2 Purchaser reserves the right to immediately terminate, without any further obligations and liabilities towards Supplier, the Contract for cause in the event of:

- (i) any material breach by Supplier under the Contract or any breach that has not been remedied within a delay of ten (10) working days upon notification of a notice of default ;
- (ii) Supplier's loss of creditworthiness, especially when Supplier is the object of an insolvency procedure.

9. Force Majeure

If Supplier is delayed in the delivery of Goods and/or Services due to a force majeure event, the delivery shall be extended for such reasonable period of time as Purchaser may agree to in writing. If the Goods and/or Services cannot be delivered due to a force majeure event or if the delay continues for more than thirty (30) working days from the date of first occurrence or from any extended date, Purchaser is entitled to cancel the delivery of the affected Goods and/or Services.

10. Miscellaneous

10.1 10.1 Supplier is not entitled to subcontract any of its rights and/or obligations under the Contract without the prior written consent of Purchaser. The Luxembourg Act of 23 July 1991

relating to sub-contracting is not applicable to any subcontracting by Supplier. Purchaser has the right to assign its rights and/or obligations under a Contract to any Entity.

10.2 10.2 Any intellectual property rights stemming from a Good or Service that is specifically developed for or paid by Purchaser shall ab initio belong or, if not legally possible, be assigned to Purchaser.

10.3 10.3 Purchaser's failure to require performance of the Contract or to resort to any available remedy shall in no way be considered to be a waiver to such performance or remedy.

10.4 10.4 Any required legal or formal notifications shall be in writing and communicated to the other Party (i) by hand through a reputable courier service, (ii) by registered mail (with acknowledgment of receipt) or (iii) facsimile, and shall be effective on the date of reception. POs may be sent by post or e-mail.

10.5 10.5 If a Contract provision is found to be unenforceable, the remainder of the Contract shall remain in full force and effect as if such provision had never been contained herein.

10.6 10.6 The Contract contains the entire agreement between the Parties with respect to the Goods and/or Services and replaces in relation thereto all prior (written or oral) agreements and exchanges. The applicability of Supplier's terms and conditions is expressly excluded.

11. Governing Law - Jurisdiction

11.1 11.1 All issues and disputes in connection with the Contract are governed by Luxembourg law, with the exclusion of (i) its conflict-of-laws rules and (ii) the UN Convention on the Sale of Goods.

11.2 11.2 The Parties undertake to seek an amicable settlement to any claim or dispute that may arise between them in connection with the Contract before introducing any judicial proceedings. In this respect, each Party may apply at any time for the mediation of the Luxembourg Center for Civil and Commercial Mediation (www.cmcc.lu) according to its mediation rules.

11.3 11.3 If the claim or dispute cannot be amicably settled within 60 days, it shall be submitted to the exclusive jurisdiction of the courts of the district of Luxembourg city.