

## 1. Definitions

For the purposes of these Terms and Conditions, the capitalised terms below are defined as follows:

**"Customer"**: natural or legal person on whose behalf a Contract has been or is being concluded with POST Technologies, it being understood that for all Work affecting all or part of a building, the owner of that building is, in principle, the Customer and that if a request is made by a developer, association member or tenant of the building, the latter will be assumed to be duly authorized by the owner at the time that the request is made;

**"Contract"**: any contract concluded between a Customer and POST Technologies, in accordance with Article 3.2, for the provision of Products and/or Services by the latter, including, where required, the contractual documents referred to in Article 2.2;

**"Terms and Conditions"**: these POST Technologies General Terms and Conditions for Sale;

**"Special Conditions"**: all POST Technologies conditions that are specific and/or applicable to a Product or Service provided under the Contract;

**"Consumer"**: any natural person acting for purposes that do not fall within the scope of its trade, business, craft or liberal profession;

**"Directive(s)"**: any POST Technologies document whose main purpose is to describe the technical specifications of Products and/or Services explicitly mentioned in the Contract and/or Specific Conditions;

**"Personal Data"**: the personal data of the Customer and/or, as the case may be, those of the persons connected to its organisation, processed by POST Technologies (e.g. name, address [physical and email], telephone number, account number, etc.);

**"Personal Data Notice"**: the document containing information concerning the protection of the Customer's Personal Data, available on the Website and in the points of sale of POST Luxembourg;

**"POST Luxembourg"**: the public undertaking created by virtue of the amended Law of 10 August 1992, registered with the Luxembourg Trade and Company Register under number J28, with its registered office at 20 rue de Reims, L-2417 Luxembourg;

**"POST Affiliate"**: any entity or company in which POST Luxembourg directly and/or indirectly holds at least fifty percent (50%) of the stocks and shares;

**"Security Incident"**: any actual or attempted hacking, virus attack and/or physical or other attack, as well as any circumstance and/or event likely to have a negative impact on the logical or physical security of the POST Network and/or POST Installations;

**"Confidential Information"**: any information disclosed, generated and/or made available by one of the Parties in connection with the Contract, that is designated or marked as confidential, or which, given its nature or circumstances, ought reasonably to be considered confidential, including communications via the POST Network or via a POST Installation under a Contract, and the related traffic data;

**"Customer Installation"**: all infrastructure and/or physical elements (including buildings and their internal wiring, ducts, racks and cabinets not owned by POST Technologies but which may interact with a Product or Service, or which may be affected to a greater or lesser degree by the execution of works);

**"POST Installation"**: all infrastructural and/or physical elements (including buildings, wiring, aerials, ducts, manholes and cabinets) (i) owned by POST Technologies and/or (ii) made available to the Customer and/or used by POST Technologies to provide a Product and/or Service;

**"Day"**: any calendar day;

**"Price List"**: the POST Technologies tariffs, as published by POST Technologies, including on its Website, as applicable on the day the Contract is concluded and/or specified in the most recent offer issued by POST Technologies prior to or at the time the Contract is concluded;

**"Telecom Law"**: the Law of the 27th February 2011 on electronic communications networks and services, as amended before or after the entry into force of these Terms and Conditions;

**"Offer"**: any firm offer by POST Technologies to conclude a Contract with the Customer, covering the essential elements of a Contract, including, where appropriate, the quantity, key features, financial terms (for Products and/or Services not included in the Price List) and the availability or technical feasibility of the requested Service(s) and/or Product(s); the Offer may be published on the Website

or by other means of communication to the public, or specified in a written document (such as a quote) sent by POST Technologies to the Customer upon its request;

**"Party"**: individually, the Customer or POST Technologies;

**"Parties"**: collectively, the Customer and POST Technologies;

**"POST Technologies"**: division of telecommunications of POST Luxembourg and its operational establishment at 2 rue Emile Bian, L-2999 Luxembourg;

**"Product"**: any corporeal moveable or immovable asset marketed by POST Technologies, when the sale of this asset is the main object of the concerned Contract;

**"Claim"**: any query raised or dispute occurring under or in connection with a Contract;

**"Network"**: any transmission system and, where applicable, switching and/or routing equipment and other related resources (including passive elements), enabling signals to be conveyed by any existing or future means (particularly via copper or fibre networks, coaxial cable, radio frequency or optical means);

**"POST Network"**: any element of the POST Technologies Network made available to the Customer and/or wholly or partly used for the provision of one or more Products or Services, it being specified that the POST Network ends at the physical termination point (NTP or "Network Termination Point") on the concerned Customer Network or Customer Installation, with every line after this point belonging, unless otherwise stated, to the Customer Network;

**"Customer Network"**: any Network element not owned by POST Technologies or not made available by the latter under a Contract (such as the wiring inside the Customer's building or Network elements made available to the Customer by a third party);

**"Service"**: any service provided by POST Technologies under a Contract not primarily involving the provision of one or more Products, for example support, maintenance and/or troubleshooting services, provision of the POST Network or POST Installations and/or execution of Works;

**"Electronic Communications Service"**: service consisting primarily of the transmission of signals on electronic communications networks (including ancillary Works and/or Services);

**"Website"**: the website <http://www.post-technologies.lu> and any website subsequently replacing and/or supplementing this website in whole or in part;

**"Works"**: any construction or civil engineering and/or works carried out by POST Technologies (including, where applicable, connections to the POST Network and internal wiring) as defined in the Contract.

## 2. Scope - Entirety of the Contract

2.1. These Terms and Conditions apply to any Contract expressly referring to them.

2.2. The Special Conditions, Terms and Conditions and Directives are an integral part of the Contract and constitute the entire agreement between the Parties for the provision of the concerned Products and Services, to the express exclusion of any general or other conditions imposed by the Customer that have not been expressly accepted by POST Technologies. Only the Contract, Special Conditions, Terms and Conditions and Directives may be used for the purposes of interpreting the Contract.

2.3. In the event of any conflict or inconsistency between the various Contractual documents, the hierarchy of precedence, in descending order, shall be: Contract, Special Conditions, Directives, Terms and Conditions.

## 3. Concluding a Contract

3.1. While upholding the principle of non-discrimination, POST Technologies reserves the right not to make an Offer where this is objectively justified, for example when stocks have run out, or where there is insufficient capacity or technical constraints for the provision of a Product or Service

3.2. A Customer request may only result in the Contract being concluded if:

- (i) the Customer has confirmed its full acceptance of the POST Technologies Offer, it being understood that if the Customer imposes other conditions, it shall be deemed not to have accepted the Offer;
- (ii) the Parties have signed a formal agreement; or
- (iii) the Customer has accepted the Products; or

(iv) the request was made using a POST Technologies pre-established form for the concerned Product(s) and/or Service(s) and the Customer did not object to provision commencing.

3.3. In cases where multiple Customers are on the same Contract, all Customers shall be jointly and severally liable for the performance of the Contract.

## 4. Prices - Tariffs

4.1. The Contract explicitly mentions the applicable financial conditions and/or specifically refers, in whole or in part, to the Price List.

4.2. Unless otherwise provided for by law or Contract, POST Technologies prices include all taxes and duties payable in the Grand Duchy of Luxembourg in respect of the Products and/or Services, excluding value added tax at the current rate.

4.3. Any additional costs, of any type whatsoever, that POST Technologies may incur due to any amendment to the Contract effected by the Customer, including the imposition of requirements not provided for in the Contract (for example, requirements regarding the qualifications of POST Technologies staff or representatives), shall be borne exclusively by the Customer.

4.4. Any compliance-related changes to the POST Network or to a POST Installation and, if applicable, any compliance-related changes to the Customer Network or Customer Installation, particularly those due to the fault, omission or negligence of the Customer or incompatibility of the Products and/or Services with all or part of the Customer Network and/or Customer Installations, shall be borne exclusively by the Customer, whether such changes are executed by POST Technologies or by a third party.

4.5. POST Technologies reserves the right to unilaterally change all or part of the Products and/or Services price to the extent that such services have not yet been provided and where such a change is objectively justified by factors beyond the control of POST Technologies, such as increase(s) in applicable taxes and duties, a rise in the consumer price index relative to the index on the day the Contract is concluded, regulations in force, or the decision of a competent authority. The Customer shall be informed of this change within one (1) month before its entry into force and the Customer shall have no right of termination on the grounds of this tariff amendment.

## 5. Billing - Payment terms

5.1. Electronic Communications Services are billed on a monthly basis, with the exception of installation, activation and/or other one-off fees due for or in connection with these Services, which will be billed in accordance with Article 5.2.

5.2. Other Services and/or Products are billed once the Customer has verified and accepted them in accordance with Article 8.2.

5.3. All bills issued by POST Technologies are binding and deemed valid for accounting purposes between the Parties unless proven otherwise. The Customer shall have fifteen (15) days from receiving notification of a bill to challenge all or part thereof and provide the reasons for such an objection.

5.4. Unless otherwise stated on the bill, payments must be made within one (1) month of the Customer receiving notification of the bill.

5.5. The Customer agrees that POST Technologies may issue electronic bills.

5.6. POST Technologies is entitled to ask the Customer for a down payment, advance or guarantee, or to agree to staggered payment terms.

5.7. If, by due date, POST Technologies has not received payment of the amounts due, statutory late payment interest will be levied, plus a lump sum fee of forty (40) euros in addition to all other recovery costs over and above the lump sum, incurred as a result of the Customer's late payment.

## 6. Performance of the Contract by POST Technologies

6.1. Unless otherwise specified in the Contract, POST Technologies is free to choose and/or amend, at its discretion, the means and methods used to provide

the Products and/or Services (including routing, wiring, technical specifications and/or technology used) during the Contract period, particularly in the event of technological developments and/or technical constraints subsequent to the conclusion of the Contract. POST Technologies shall make reasonable efforts to limit impacts on the Products and/or Services harmful to the Customer. In the event of substantial harmful impacts on the Customer, the Parties shall negotiate in good faith any changes to the Contract that may be required. In the absence of amicable agreement between the Parties, each may terminate provision of the concerned Products and/or Services with immediate effect in the case of the Customer and subject to one (1) month prior notice in the case of POST Technologies.

- 6.2. POST Technologies shall provide the Products and/or Services as swiftly as possible, subject to its technical possibilities and resources, unless the Contract explicitly specifies a predetermined period or date for the provision.
- 6.3. In the latter case, POST Technologies shall notify the Customer as soon as it knows or has reasonable evidence to conclude that this period or date may not be met. Where any such overrun is attributable exclusively to POST Technologies and does not exceed one (1) month, the Customer shall be entitled only to the remedies specifically provided for in the Contract.
- 6.4. Unless otherwise specified in the Contract, POST Technologies may outsource some or all of its rights and/or obligations under the Contract. In such cases, POST Technologies shall remain fully liable to the Customer for the correct performance of the Contract.
- 6.5. In cases where works by POST Technologies is required on all or part of a Customer Installation and/or Customer Network, POST Technologies shall inform the Customer at least one (1) day before the work, except in the event of emergency, compelling necessity and/or technical constraints.
- 6.6. POST Technologies undertakes to take all reasonable steps to respect the condition of the Customer Network and Customer Installations on which it is required to work or carry out an inspection or to which it may have access during performance of the Contract.
- 6.7. Where necessary, due to the nature and/or extent of the Works involved, an acceptance statement shall be established between the Parties. A prior inventory may be contradictory established in the presence of both Parties, before POST Technologies starts the intervention, including at the prior express request of either Party.
- 6.8. When the performance of the Contract requires work by POST Technologies as referred to in Article 7.3, an intervention sheet may be contradictory established in the presence of the Parties. Should the Customer or its representative fail or refuse to sign the intervention sheet, it shall be deemed accepted by the Customer unless he/it objects in writing within seven (7) days of the date of the intervention. The intervention sheet shall be used as a basis for the corresponding billing.

#### 7. Customer obligations

- 7.1. The Customer hereby declares and acknowledges that it has confirmed the technical and operational characteristics of the Products and/or Services (for example, those described in the Directives) and their compatibility with the concerned Customer Network and Customer Installations. The Customer undertakes to raise any potential or actual incompatibility with POST Technologies in a timely manner and to maintain the compatibility of the Customer Network and Customer Installation with the Products and/or Services throughout the entire Contract period.
- 7.2. The Customer shall ensure that the Customer Network and/or Customer Installation is (are) adequate (particularly technically) to allow POST Technologies to operate effectively and pursuant to the Contract and the latest state of the art. The Customer shall provide timely, open and secure access to the Customer Installations and Customer Network and grant the right to inspect these elements insofar as POST Technologies believes that such access and/or inspection is required for

the correct performance of the Contract. POST Technologies is also entitled to obtain, upon first request, information on the technical specifications of the Customer Network or Customer Installations if this information may be useful for the correct performance of the Contract.

- 7.3. When performance of the Contract requires work to be carried out in the Customer's building or in its immediate vicinity and where POST Technologies works on a Customer Installation and/or Customer Network, the Customer undertakes to:
- provide POST Technologies, in a timely manner, with a suitable location or room of appropriate size for the Products and/or Services, which complies with any Contract requirements and which is clean, well ventilated and meets the temperature and humidity requirements for the Products and/or Services, is well lit and connected to a non-provisional, easily accessible and compliant main power supply;
  - provide access and full support, free of charge, for the duration of the POST Technologies works, together with all facilities necessary or useful for the provisioning of the Products and/or Services (including electricity) and to comply with all the other conditions stipulated in the Contract; and
  - do whatever is necessary to provide, in its absence, a representative who can monitor the smooth running of the work and sign the corresponding work list.
- 7.4. For the Customer Installations and/or Network in question, the Customer is assumed to have obtained all authorizations from the relevant authorities that may be necessary for performance of the Contract, before the provisioning of the Services begins. The Customer undertakes to notify POST Technologies of these authorizations, upon first request of the latter.
- 7.5. In the event of the Customer failing to meet some or all of its obligations under Article 7, POST Technologies:
- may, by way of an exception to Article 13, immediately suspend its services;
  - may not be held responsible for any delay arising therefrom;
  - shall be entitled to bill any additional costs arising from this failure.

#### 8. Guarantee in the event of defect or non-conformity

- 8.1. POST Technologies shall provide Products and/or Services corresponding to the specifications and, in regards to Services, functionalities described in the Contract.
- 8.2. The Customer shall raise any apparent non-conformity of the Products and/or Services within fifteen (15) Days after the date on which the Products or Services concerned were provided and, in the case of Electronic Communications Services, within fifteen (15) Days after the date of notification that the Service is operational. After this period, the Customer may not pursue claims based on the non-conformity of the Products or Services.
- 8.3. Unless otherwise specified in the Contract and except in cases of gross negligence or wilful misconduct by POST Technologies, the latter shall only be liable for a defect occurring after the period specified in Article 8.2 if:
- the Customer has notified POST Technologies of the fault within one (1) month of the Customer identifying it or being reasonably able to identify it, and no later than six (6) months after the date on which the Products or Services concerned were provided and, in the case of Electronic Communications Services, no later than six (6) months after the date of notification that the Service is operational, and
  - the Customer can prove that POST Technologies knew or ought reasonably to have known of the fault in question at the time of provision or, in the case of Electronic Communications Services, after the date of notification that the Service was operational.
- 8.4. Unless otherwise provided by law or Contract, it shall be at the entire discretion of POST Technologies to decide on the solution to be implemented to remedy any defect or non-conformity identified, including, if necessary, replacement of some or all

of the POST Installations with equipment or material that is at least equivalent and in proper working order. This decision shall then be the only remedy for the Customer and shall exclude all other forms of compensation, including financial.

- 8.5. In any event, POST Technologies shall not be liable for:
- faults and non-conformities that were, or should have been, known to the Customer upon provision of the Product and/or Service;
  - Used Products, which are sold as such and whose state is deemed to be well known by the Customer.

#### 9. Property

- 9.1. Unless otherwise provided for in the Contract, the Customer cannot claim any rights over the POST Installations or POST Network supplied or made available in connection with the provision of the Services. These remain fully the property of POST Technologies, which reserves the right to inspect them at any time and/or modify or replace all or part thereof at its sole discretion.
- 9.2. The Customer must inform POST Technologies of all damage to POST Installations, as soon as they become, or ought reasonably to have become, aware of it. Should this not be the case, Customer may be held liable for the concerned damage (including the consequences of any further deterioration) by POST Technologies.
- 9.3. The Customer shall make the POST Installations available to POST Technologies and return them at its first request for technical or security reasons, in the event of modification and/or replacement as well as at the end of the Contract.
- 9.4. Products sold to the Customer by POST Technologies remain the full and exclusive property of POST Technologies until the Customer has fully paid for them.
- 9.5. All intellectual property rights (particularly copyrights, trademarks, patents, designs and models) or any similar rights that may apply to the Products, Services, POST Installations or POST Network, remain the full and entire property of POST Technologies or, where appropriate, of third parties who have licensed such rights to POST Technologies. The provision of Products and/or Services by POST Technologies to the Customer shall not be construed as a transfer, assignment or grant of any rights to this property, unless expressly specified in the Contract. The Customer shall not remove marks, logos and/or trade names or any other distinctive signs that may be affixed to the Products, POST Installations or POST Network. Any property rights created in the context of the provision of Products or Services, including intellectual property rights, even if the Customer has contributed to the creation of that right, shall be considered purchased from and/or transferred to POST Technologies, automatically and without consideration.

#### 10. Risks

- 10.1. Product risks are transferred to the Customer once the Product has been handed over by POST Technologies to the carrier commissioned by the Customer or, if the Customer does not use a carrier, once the Product has been delivered to the Customer by POST Technologies.
- 10.2. Risks relating to or arising from the Works shall automatically be transferred to the Customer upon notification by POST Technologies of completion of the Works.
- 10.3. Each Party shall guarantee that it has sufficient insurance cover for its risks and liabilities under the Contract.

#### 11. Contract term

- 11.1. Unless otherwise provided for in the Contract, Contracts for the provision of Electronic Communications Services shall be concluded for an initial period of two (2) years. After this initial period, the Contract shall automatically be extended for an indefinite period and may be terminated with a two (2)-month prior notice.
- 11.2. Contracts other than those for the provision of Electronic Communications Services shall end when the Products and/or Services are provided, unless otherwise provided for in the Contract.

11.3. Articles 5, 8, 9, 10, 14, 15, 17 and 20 shall remain in force after the end of the Contract.

**12. Amendment during the Contract term**

12.1. Notwithstanding Articles 4.5 and 12.3, the Contract shall not be amended unilaterally by either Party, any such amendment requiring the written agreement of all Parties.

12.2. If the Contract amendment essentially involves the full or partial deletion of provisions initially featuring in the Contract, the Customer must fully indemnify POST Technologies for any expenses already incurred in the performance of these deleted parts of the Contract.

12.3. By way of an exception to Article 12.1, POST Technologies reserves the right to amend, at any time, unilaterally and at its sole discretion, these Terms and Conditions and the Special Conditions and Directives, to the exclusion, however, of any amendment to the purpose of the Contract, which remains subject to Article 12.1. The Customer shall (i) be informed of this amendment by any appropriate means no later than one (1) month before the amendment enters into force and (ii) have no right of termination under the amendment.

**13. Termination and suspension of the Contract**

13.1. Should POST Technologies fail to meet one of its essential obligations under the Contract, the Customer may terminate the Contract after giving formal notice describing the precise nature of this failure, duly sent to POST Technologies and remaining without any effects by the latter for a period of over one (1) month from the date of its receipt by POST Technologies.

13.2. The Customer may give a one (1)-month prior Contract termination notice subject to settle simultaneously all amounts that would otherwise be due up until expiry of the fixed-term Contract or expiry of the initial Contract period and reimburse any rebate to which it might have been entitled during that period.

13.3. POST Technologies shall be entitled to suspend or terminate the Contract in whole or in part, with immediate effect, without any compensation being due as a result thereof:

- (i) if so required by a competent authority and/or jurisdiction, legislation or other regulations;
- (ii) if the Customer is subject to bankruptcy proceedings, administration or other insolvency or dissolution proceedings or any other proceedings of equivalent effect;
- (iii) when the security or integrity of all or part of the POST Network or POST Installations requires to do so;
- (iv) if POST Technologies has served prior notice to the Customer in order for the latter to comply with legal or contractual requirements or, where applicable, stop any unlawful use of some or all of the Services or had such use by third parties stopped, insofar as such use has been tolerated or facilitated by the Customer, and where the Customer has not responded satisfactorily to such formal notice within one (1) month of its being served.

Any suspension shall remain in place until the Customer has proved to POST Technologies that it is complying again with its Contractual or legal obligations. Any restoration of the Contract shall take place within the usual time frame, subject to technical limitations and in accordance with the Price List in force at the time of restoration.

In the event of termination, the Customer shall be required to pay the bills up until the effective termination date without prejudice to any interest payable by the Customer to POST Technologies and damages in respect of any prejudice suffered, such as the amounts provided for in Article 13.1.

13.4. Any force majeure event shall suspend the obligations arising from the Contract, from the date of notification by the Party thus affected, to the other Party, for as long as it continues to occur. However, if such an event lasts for more than one (1) month, either Party shall be entitled to terminate the Contract with a fifteen (15)-day prior notice and without compensation for the other Party. The term "force majeure event" means any unforeseeable and unpreventable event beyond the control of the Parties, such as in particular, disturbances that are not attributable to POST Technologies; total

or partial transport strikes; total or partial strikes at POST Technologies, its subcontractors and/or suppliers, floods, explosions or fires; prolonged freezing weather and/or excessive snow; operating or manufacturing accidents at POST Technologies, its subcontractors or partners; disruptions to the POST Network; breakdowns and Security Incidents that are not attributable to POST Technologies, and any other event generally recognised as force majeure by the courts.

**14. Limitation of POST Technologies' liability**

14.1. Notwithstanding Article 8 and unless otherwise specified in the Contract, POST Technologies' liability is limited to:

- (i) foreseeable, direct, personal and certain damage, to the complete and express exclusion of all indirect or immaterial damage and/or any loss of turnover, clientele or contracts, any staff costs and/or any deterioration or distortion of data;
- (ii) a total amount equal to the amounts actually paid by the Customer to POST Technologies under the Contract during the twelve (12) months prior to the event giving rise to liability.

14.2. Except in the case of gross negligence and/or wilful misconduct attributable to POST Technologies, the latter explicitly rejects any liability for any damage or loss:

- (i) not directly attributable to it, such that its joint and several liability with other debtors is excluded; or
- (ii) resulting from the nature or content of communications, messages or information to or from the Customer, transmitted via or stored on the POST Network or in a POST Installation; or
- (iii) resulting from the Customer's failure to comply with any of the provisions of Articles 7 and/or 16 or resulting from an action taken by POST Technologies pursuant to Article 16.3; or
- (iv) resulting directly or indirectly from an offence (including any IT offence) committed by the Customer or a third party in Luxembourg or abroad; or
- (v) whose cause is mainly attributable to the Customer, its employees or agents, including damage due to incompatibility of the Customer Network and/or Customer Installations with some or all of the Products or Services concerned; or
- (vi) arising from the use of some or all of the Products and/or Services in a manner and/or for a purpose that does not correspond to and/or which is not expressly authorised in the Contract; or
- (vii) arising chiefly from a cause not attributable to POST Technologies, including those resulting from a force majeure event within the meaning of Article 13.4 and those associated with a risk borne by the Customer in accordance with Article 10

**15. Confidentiality - Personal Data protection**

15.1. Confidential Information may not be disclosed to the staff, subcontractors and/or subsidiaries of the receiving Party unless they require such access for performance of the Contract. In all other cases the prior written consent of the Party disclosing the Confidential Information is required.

Disclosure of Confidential Information to the receiving Party does not grant the latter any right of any kind over this Confidential Information.

The receiving Party may be required to provide and/or to grant access to Confidential Information in order to comply with applicable laws or court orders or the orders of a competent authority. In such cases it shall restrict such access only to the Confidential Information it is required to disclose for this purpose, clearly specifying its confidential nature and informing the other Party without delay, to the extent required or authorised by law.

15.2. Personal Data submitted under a Contract or collected during its execution shall be processed by POST Technologies, as the Personal Data controller, in accordance with the laws and regulations in force, especially those relating to personal data protection (including the amended Law of 2 August 2002 on the protection of persons in respect of the processing of personal data, and the amended law of 30 May

2005 on the protection of privacy in the electronic communications sector) in order to be able to provide the Services and/or Products in compliance with the Contract.

15.3. POST Technologies processes some of the Customer's Personal Data in accordance with the Law, according to the procedures described in the Personal Data Notice.

**16. Security**

16.1. Without prejudice to Article 7, the Customer shall provide and continuously maintain adequate protection against Security Incidents for the Customer Installations and Customer Network. The Customer shall be liable for Security Incidents attributable to it and/or resulting from its actions, omissions and/or negligence, and/or from any action, omission and/or negligence by a third party, as well as for any damage and consequences arising therefrom.

16.2. In the event of a Security Incident or a threat or imminent risk of such an incident, the Customer shall notify POST Technologies as quickly as possible.

16.3. If a Security Incident occurs or is likely to occur, POST Technologies may take all necessary measures, including suspending performance of the Contract within the meaning of Article 13.3, and shall inform the Customer accordingly, in a timely manner.

**17. Notifications between the Parties**

17.1. Unless otherwise specified in the Contract, any formal notification relating to the Contract shall be given in writing to the other Party and sent by registered letter, express mail, or fax.

17.2. The Customer may be notified of any Contract amendments referred to in Articles 4.5 and 12.3 or of bills by any appropriate means.

17.3. However, any notification directly or indirectly intended to terminate or suspend the Contract (even partially) may only be given by registered letter with acknowledgement of receipt.

17.4. Any notification shall take effect on the day of its receipt by the other Party. The date of receipt of an amendment to the Contract within the meaning of Articles 4.5 and 12.3 or of a bill is deemed to be two (2) Days (excluding Saturdays, Sundays and public holidays in the Grand Duchy of Luxembourg) after the date of issue stated on the bill or on the notification of the relevant amendment.

**18. Transfer of the Contract**

18.1. Without prejudice to Article 6.4, neither Party may transfer any or all of its rights and obligations to another person without the prior written consent of the other Party.

18.2. The Customer's consent is however not required, if POST Technologies transfers some or all of its rights and/or obligations to a POST Subsidiary.

**19. Consumers**

The mandatory legal provisions relating to Consumers or Customers shall prevail over the relevant provisions of these Terms and Conditions, particularly with respect to Articles 4, 5, 8, 12 and 14.

**20. Final provisions**

20.1. Should either Party fail to enforce, on one or more occasions, one or more of the provisions of the Contract, or to exercise any right or remedy, or if there is any delay in its doing all or any of the above, this shall in no way be construed as a waiver thereof nor preclude their subsequent implementation. Moreover, no single or partial exercise of any right by either Party shall prevent the subsequent exercise of the said right or remedy, or preclude the exercise by that Party of another right or remedy.

20.2. Should one or more provisions of the Contract, including the provisions of the Special Conditions, the Directives or the Terms and Conditions, be deemed null, unwritten, invalid, illegal, unenforceable or inapplicable, the remaining provisions remain fully applicable. In such cases, the Parties undertake to amend the Contract in good faith and in a timely manner, in order to achieve, to the greatest extent possible, the results originally agreed to or sought by the Parties when entering into the Contract.

**21. Applicable law - Dispute resolution**

21.1. The Contract, as well as any query related to it, shall be subject to Luxembourg law.

21.2. Any Claim may be submitted to the Claims service (service Réclamations) of POST Technologies by

post, by email (reclamation.technologies@post.lu) or by filling in the contact form available on the Website [www.posttechnologies.lu](http://www.posttechnologies.lu) within fifteen (15) Days following the act giving rise to the Claim. After the registration of the Claim, the Claims service confirms receipt and sends the Customer a reference number to be quoted in all subsequent correspondence. POST Technologies shall make its best efforts to respond to the Claim by any mean within ten (10) working days following its reception.

- 21.3. Where a Claim in relation to a Contract cannot be settled by the said service and as long as no dispute has been brought before a court of law, the litigation can be submitted to the Médiateur de la Consommation when the Customer is a consumer, or to the Centre de Médiation Civile et Commerciale ([www.cmcc.lu](http://www.cmcc.lu)) in other cases.
- 21.4. Where none of the above mediation procedures is initiated or does result in an amicable settlement of the Claim between the Parties, the courts of the Grand Duchy of Luxembourg shall have jurisdiction.