

## General Terms & Conditions for purchasing

### 1. AREA OF APPLICATION

- 1.1. If incorporated as a subject of the contract, these General Terms and Conditions apply to all contractual relationships or orders for and the supply of goods, work and services ("Goods" or "Goods and Services") between DKV Belgium NV/SA and/or ERGO Insurance NV/SA ("DKV/ERGO" or "Client") and its contractors ("Contractors").

### 2. ORDER PLACING, SCOPE AND EXECUTION

- 2.1. If a specific item of Goods or Services is ordered, the Contractor is liable for bringing about the item's proper functioning, unless otherwise agreed.  
This is defined separately in a performance specification and a requirements specification such as a proposal, a Purchase Order, an Order Form, a Statement of Work, a Service Level Agreement, etc. Delivery is deemed to be complete when the Goods and Services have been put to productive use, all agreed documentation has been submitted and, if the Services are of a digital nature, the object codes have been submitted and suitable instruction and training have been given.
- 2.2. The Client will contact the Contractor to select an employee/consultant/lawyer who will accept prime responsibility for the execution of the matter in question ("Responsible Employee", "Responsible Consultant"; "Responsible Lawyer"). The Contractor shall conduct, has conducted (or has received positive confirmation in case of subcontractors), a pre-employment screening / background check at its own expense on each of its Responsible Employees/Consultants/Lawyers engaged in providing services prior to the commencement of such services. No Contractor's Responsible Employee/Consultant/Lawyer or subcontractor shall be eligible to perform services for the Client if he or she, to the Contractor's knowledge has not successfully completed the pre-employment screening / background check.  
In case the Responsible Employees/Consultants/Lawyers or subcontractors of the Contractor shall be granted access to the Client's premises for the performance of the services, the Contractor shall provide the name(s) of such Employee(s)/Consultants/Lawyers and/or subcontractor(s) before the execution of the services.  
In any case, the Contractor's assumes full responsibility and liability for the proper and professional performance of the assignment in accordance with these terms and conditions.
- 2.3. Responsibility for the project/assignment resides with the Responsible Employee/Consultant/Lawyer who must ensure that duplication of work is avoided, particularly in the replacement of staff during ongoing projects. Transfer or delegation of such responsibility must be agreed in advance by the Client.
- 2.4. The work must be carried out as cost-effectively as possible. Where feasible in the light of the extremely high quality of the specialist/legal Goods and Services required by the Client, and unless otherwise agreed with the primary contact person, tasks must be delegated to team members on a lower hourly rate, provided they have the relevant knowledge and experience.
- 2.5. Non-specialist or non-legal tasks such as typing, copying, printing, faxing, stapling, sorting, filing, delivering files to court or to the other party and arranging appointments are to be performed by secretarial staff, clerical staff and/or couriers. The Client will not pay fees invoiced to it in respect of such administrative and/or clerical work.
- 2.6. The Contractor will perform the services in accordance with the recognised technological and quality standards at the time of the conclusion of the contract. Hardware must be CE certified and comply

with the applicable safety regulations when delivered. Software must be supplied in accordance with the principles of proper data processing and relevant quality standards. Goods and Services must be comprehensively inspected and tested by the Contractor prior to supply.

- 2.7. All digital data within the scope of the Goods and Services to be supplied by the Contractor must be investigated for malware using the latest testing and analysis processes prior to supply and use in order to minimise potential risks. The data carrier may not be used if malware is detected. If the Contractor detects malware in the Client's premises, the Contractor must so inform the Client immediately. The same obligations apply for every form of electronic communication.
- 2.8. The Goods and Services must be supplied at the place of performance and at the time of performance otherwise performance risk and risk of price variation do not pass to the Client. If no place of performance is agreed, the place of performance is the Client's registered office.
- 2.9. If a specific item of Goods or Services is ordered, the Contractor is liable for the procurement of their functionality unless otherwise agreed.  
This functionality is defined separately in a performance specification and a requirements specification. Delivery is deemed to be complete when the Goods and Services have been put to productive use, all agreed documentation has been submitted and, if the services are of a digital nature, the object codes have been submitted and suitable instruction and training have been given.
- 2.10. Where legally permissible, the Client must be informed immediately as soon as an existing or potential conflict of interest can be identified. The Client, for its part, will investigate every potential conflict of interest and is prepared to give corresponding waivers provided its own interests and its relations with the Contractor are not thereby impaired.
- 2.11. The Client may require that the Contractor's services be performed by specific qualified partners or members of the Contractor's staff. The Client may require the replacement of a partner or member of the Contractor's staff at any time if an objective reason exists for doing so. In particular, an objective reason is deemed to exist if repeated complaints are reported about the partner or a member of the Contractor's staff. The Contractor is only entitled to replace a partner or staff member without the Client's consent if such a partner or staff member is prevented from performing the contractual duties for reasons beyond the Contractor's control, and completion of the relevant contract on time is thereby jeopardised. In each case, replacement must only be by a partner or member of staff with equal qualifications. The Contractor will notify the Client promptly of any substitution of a partner or member of staff in writing and introduce the new partner or staff member intended for the assignment to the Client. The Client is entitled to refuse the deployment of partners or staff if there is an objective and justified reason for doing so.
- 2.12. The Client will give the Contractor the support it needs to render/supply the Goods and Services due, in particular by the prompt provision of any information and documents required.
- 2.13. The Client gives no guarantee as to the accuracy and completeness of any documents or information it provides. The Contractor is obliged to advise the Client of any discrepancies in the information and facts communicated by the Client, particularly in any numerical data.
- 2.14. Insofar as the Contractor renders the Services on the Client's premises, it must comply with the safety and accident-prevention regulations applicable to such premises. Before performing the Services in the Client's premises the Contractor must inform itself about the current safety and accident-prevention regulations and take steps to comply with the relevant statutory requirements.

- 2.15. The Client will ensure that no actions within its sphere of responsibility are taken which could trigger an application of the Temporary Employees Act.
- 2.16. The Contractor will only use its staff for the performance of the contractual obligations. The Contractor must ensure that the Client suffers no legal disadvantages in connection with the performance of the Services. If the Client incurs any prejudice or costs imposed by employment or social security legislation due to a breach of employment or social security law by the Contractor or by the use of self-employed persons, the Contractor will immediately indemnify the Client against such costs or prejudice. This obligation of the Contractor to indemnify the Client includes, but is not limited to, the costs that the Client would incur in defending itself before the courts or extra-judicially against third party claims under employment or social security law.
- 2.17. When performing the Services in the Client's premises, the site rules and the safety and accident prevention regulations applicable to the site must be obeyed. The Contractor must inform himself about the applicable rules and regulations prior to the commencement of work.

### **3. RIGHTS TO THE RESULTS OF WORK / COPYRIGHT**

- 3.1. The Client will receive from the Contractor the irrevocable and exclusive right without restriction as to place, time and content, to use or to allow others to use the Services rendered by the Contractor, particularly in the event of an amended or adjusted supply of Goods or Service such as software in the source and object code, amendments, adaptations and other modifications or additions to standard software in which amendments are made to the source codes or the source codes are reprogrammed, as well as databases which are compiled and database systems ("Results of Work") in all intermediate and final stages, including in an edited and re-modelled form.
- 3.2. The Contractor will transfer to the Client the simple right which cannot be unilaterally terminated and is unrestricted in time and place, to the use of the agreed Services not specifically created for the Client but which were created from the outset for licensing to multiple users in the market, for example licences for hardware and software. The Client is entitled to the use of the Services supplied irrespective of the place and on its own or third party hardware including by third parties acting on behalf of the Client.
- 3.3. The Client is also entitled to use the Goods and Services such as software at all companies affiliated or associated to the Client within the meaning of article 1:20 and 1:21 of the Belgian Code of Companies and Associations ("*Affiliated Companies*") and to transfer the rights of use to the Affiliated Companies, but in doing so must comply with the provisions on the number of authorised users.
- 3.4. The Client and the Affiliated Companies are entitled to make and store copies of the Goods and Services for security and archiving purposes.
- 3.5. The use of OSS (open source software) requires the prior written consent of the Client. The Contractor is obliged to inform the Client if software which is supplied as part of the supply of Goods and Services consists of OSS in whole or in part.

### **4. WARRANTY RIGHTS / GUARANTEES**

- 4.1. The Contractor must promptly rectify material defects free of charge. In the case of Services under a contract for work and services, the Client has the right to subsequent performance free of charge.

- 4.2. The Client will examine the Goods and Services for defects within a reasonable period of time. A defect will be deemed to have been notified in time if the Contractor has received notice thereof within one month of discovery of the defect.
- 4.3. The Client may set an appropriate deadline for the rectification of defects. If the rectification fails, the Client may, at its own discretion, continue to require rectification or may rectify the defect itself or cause the defect to be rectified at the Contractor's expense.
- 4.4. If defects in Goods and Services are due to circumstances for which the Client is responsible, the Contractor will rectify them if so required by the Client in so far as this is reasonable, and at a reasonable price.
- 4.5. In particular, the Contractor will ensure by means of corresponding agreements with its employees, self-employed persons working for the Contractor and any other agents that the contractual use is not impaired by any copyrights or other rights of such employees, self-employed persons and agents and that it is entitled to transfer any such third-party rights to the Client to the extent described above. If claims are brought against the Client by a third party for alleged breaches of copyrights or protective rights, the Contractor will immediately hold the Client harmless against these claims and will enable the Client to continue using the Goods and Services as in the contract.  
The Contractor's duty to indemnify the Client also relates to expenses incurred by the Client due to or in connection with a third-party claim. The Client will coordinate the legal defence with the Contractor.

## **5. HAND-OVER OF GOODS AND SERVICES UNDER A CONTRACT FOR WORK AND SERVICES**

- 5.1. In the case of Goods and Services supplied or rendered under a contract for work and services, the Contractor will hand the results of the work over to the Client along with a written statement that the work is complete and will request a meeting with the Client. This presentation and discussion is included in an agreed fixed price.

## **6. REMUNERATION AND INVOICING**

- 6.1. Goods supplied by the Contractor remain the property of the Contractor until payment of the agreed price has been received in full by the Contractor. The Client is not entitled to pledge or transfer goods possessed by the Contractor as security. The Contractor will bear the risk of accidental loss or accidental deterioration of all Goods supplied up to the hand-over of the Goods to the Client or delivery to the location specified by the Client.
- 6.2. The basis for the Contractor's entitlement to remuneration is always the written order from the Client accepted without reservation by the Contractor or a written contract between the parties. Any payments made by the Client do not signify agreement to deviations from the order. Every claim for remuneration over and above the order requires a prior written order from the client which is accepted without reservation by the Contractor.
- 6.3. Travelling expenses and travelling time as well as miscellaneous out-of-pocket expenditure will only be paid or reimbursed if this is expressly agreed, and the Client has agreed to the journey. In this respect the provisions of the Client's Travelling Expenses Guideline for External Service-providers apply.
- 6.4. Value Added Tax as defined by law will be added to all remuneration and costs which are to be reimbursed if applicable. If the reverse charge process is used, the invoices must be rendered strictly net of VAT. The Contractor and the Client will ensure that all steps are taken to avoid double taxation in accordance with the national regulations and an agreement on the avoidance of double taxation

between the country in which the Contractor has its registered office and the country in which the Client has its registered office.

- 6.5. In the event of a contractual relationship with a foreign contractor, the Client will pay the Value Added Tax to the Belgian Tax Authority using the reverse charge process provided that the Client is required to do this as the Client. Invoicing must be strictly net.
- 6.6. In the event of costs for out-of-pocket expenses and third party services, the Contractor will deduct the input tax eligible for repayment to the Contractor from the gross amount of the invoice and will only invoice the net amount along with its net remuneration. The Value Added Tax imposed by law is to be calculated on the net amount arising from remuneration, third party services and out of pocket expenses and shown separately on the invoice next to the gross total amount.
- 6.7. Payments will only be made in the basis of invoices which the Contractor must prepare in accordance with the relevant provisions of law. Invoices must always be sent to the invoice address stated in the order. If information about the Client needed for invoicing is not available, particularly the Client order number, the Contractor will immediately inform the Client of this and reject the invoice.
- 6.8. Invoices must always be submitted electronically (the e-billing process).
- 6.9. Unless otherwise agreed, the Contractor will invoice its Goods and Services after their acceptance or after the Service has been properly performed in full. Third party services and out-of-pocket expenses must be invoiced along with the remuneration and shown separately. Corresponding receipts must be attached to the invoice.
- 6.10. The Contractor may only invoice partial payments if this has been expressly agreed in writing. Partial payments or payments on account are always made subject to acceptance and/or proof of complete and proper performance by the Contractor.
- 6.11. Undisputed invoice items are due for payment within 60 calendar days of receipt of a proper and verifiable invoice. The period commences with the receipt of the invoice by the Client. If the invoice contains individual items which are in dispute, the Client may delay payment of the disputed items until final clarification. The Contractor has no rights of retention or rights to withhold performance because of non-payment of disputed invoice items.
- 6.12. Payments do not imply any recognition of the Goods or Services being in accordance with the contract.

## **7. QUALITY ASSURANCE – LIABILITY INSURANCE**

- 7.1. The Contractor must have a suitable quality assurance which corresponds to the state of the art. The Client is entitled to carry out quality audits during the Contractor's normal office hours for the purpose of quality assurance or arrange for such audits to be carried out by third parties who are not competitors of the Contractor.
- 7.2. The Contractor is covered by a professional liability insurance during the execution of the Services and for a period of minimum 5 years thereafter.
- 7.3. The Contractor shall upon a request provide the Client with a certificate from the insurance company verifying the above and shall notify the Client in writing at least 30 days prior to the expiration or termination of such coverage. In the event he is no longer covered by this type of insurance, the Contractor will inform the Client and, at the Client's request, will provide evidence that he has sufficient financial resources to assume its responsibility.

## **8. DATES, DEADLINES AND DEFAULT**

- 8.1. If the Contractor fails to comply with delivery deadlines and is responsible for such failure, it is in default without any reminder being necessary. In the event of default, the Client is entitled to the rights and claims defined by law. However, in the event of force majeure or temporary hindrance to performance for reasons beyond the Contractor's control, the agreed deadlines are automatically extended for a reasonable period. In such cases the Contractor must immediately inform the Client and also inform the latter of the likely duration of the delay.
- 8.2. In the event of default, the Client is entitled to claim a contractual penalty amounting to 0.1% of the net remuneration agreed in the contract for each day of default but not more than 5% of the net contract value. The Client reserves the right to assert additional claims. The contractual penalty will be offset against any claims for damages due to the default.

## **9. LIABILITY**

- 9.1. The Contractor shall be liable for all claims insofar as they arise out of any breach by the Contractor of any of its obligations or warranties under the assignment, or any fault, negligence or wilful misconduct of any of its respective representatives, officers, employees or agencies with respect to the performance of the services and the obligations or warranties arising out of it.
- 9.2. The Contractor must use qualified and experienced staff when executing the order. In the event of repeatedly deficient performance of the Services/supply of the Goods or of other serious misconduct, the Client can demand the immediate replacement of the staff in question. The Contractor must pay for any periods of staff training or for any costs which accrue.
- 9.3. Should there be any obligation of the Client to indemnify the Contractor or partners, staff or persons working on behalf of the Contractor or a company affiliated with the Contractor, it shall in no event exceed the annual remuneration under these Terms and Conditions. The Client can in any event not be held liable for any indirect damages, including loss of profit, reputation or business suffered by the Contractor or partners, staff or persons working on behalf of the Contractor or a company affiliated with the Contractor.

## **10. CONFIDENTIALITY**

- 10.1. The Contractor is obliged to use all information and materials which it receives in connection with the execution of the order only for the performance of its obligations owed to the Client. The Contractor is also obliged to maintain confidentiality in respect of all information of which it becomes aware in the course of the order and its execution. The Contractor must also maintain confidentiality about the conclusion of the contract as well as the object and content of the order and must prevent such information from coming to the knowledge of and being used by third parties. The Contractor may only disclose information to persons involved in the performance of the contract to the extent necessary for the performance of the order. The Contractor will ensure that its staff and vicarious agents comply with this obligation. The duty of confidentiality continues to apply for 5 (five) years after the termination of the contract.
- 10.2. The duty of confidentiality in accordance with Clause 10.1 does not apply to information which
  - is in the public domain or is placed in the public domain through no fault of the Contractor,
  - can be shown to have been in the possession of the Contractor prior to disclosure,
  - was independently developed by the Contractor without using confidential information for this development, or
  - is information that must be disclosed by law or on the basis of administrative or court orders.

- 10.3. If so required by the Client, the Contractor is obliged to return, destroy or permanently delete all confidential information and material, irrespective of the form in which it received them, all records or information developed on the basis of information passed to it as well as all copies thereof unless statutory retention periods dictate otherwise - and confirm this to the Client in writing.
- 10.4. The Client may make access to its business premises and IT systems dependent on further conditions. The Client may require in particular that the Contractor's employees and agents who receive a pass giving them access to the Client's business premises or an IT account commit themselves in an appropriate manner to maintain particular confidentiality.
- 10.5. The Contractor is obliged to treat all technical, commercial and organisational details which are not in the public domain and come to its knowledge through the business relationship with the Client as a business secret and neither make use of this information for its own purposes nor make it accessible to third parties during the term of this contract or after its termination. Records are only permissible to the extent required by the purpose of the contract.
- 10.6. The Contractor will only use the information and documents which have been or will be made accessible to it in the context of the cooperation with the Client for the performance of the tasks assigned to it. The same applies to any type of initial business introductions.
- 10.7. If the Contractor has any indications that unauthorised third parties can have acquired knowledge of the information and data, it must inform the Client without delay and, in agreement with the Client, take all necessary steps to shed light on the facts of the matter and, if applicable, to prevent future access.
- 10.8. The Contractor will apply the care of a prudent business person to all confidential matters and at least the same care it takes in the treatment of its own confidential information.
- 10.9. After completion of the order the Contractor undertakes to return to the Client all the information, data, documents and storage media it has received. The Contractor will also remove all data and information from its data processing equipment and return to the Client all copies of the data and storage media at the Client's option or destroy the copies in such a manner that reconstruction is impossible. If so required by the Client, the Contractor will provide proof of the return or destruction of all copies etc. and confirm this in writing.

## **11. DATA PROTECTION**

- 11.1. The Contractor is obliged to comply with the applicable data protection legislation and in particular to place its staff and other agents under an obligation of confidentiality the obligations related to data protection and processing, in accordance with the applicable law(s) or any other (local) regulation(s), guidelines or policies of any competent governmental authority, including but not limited to the requirements of EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such (GDPR) and the Belgian law of 30 July 2018 concerning the protection of natural persons with regard to the processing of personal data, and to supply proof thereof to the Client if so requested.
- 11.2. Before commencement of the Services the parties will examine, if necessary with the involvement of the company's Data Protection Officer, which requirements of data protection law will apply. The Client will inform the Contractor whether the activity which has been assigned to the Contractor may involve personal data and what degree of protection this data requires. Prior to the commencement of the relevant service and in so far as is considered necessary by the Client, the parties will conclude agreements on processing the order as well as on technical and organizational measures for data



protection. If changes in the requirements should subsequently become evident, the parties will amend the agreements on processing the order to comply with the law.

## 12. REGULATORY REQUIREMENTS

- 12.1. As a regulated insurance undertaking, the Client is obliged to ensure by means of contracts with its service-providers that all regulatory requirements are met when outsourcing operational functions and operational risks are restricted and reduced. The Contractor therefore warrants compliance with all relevant laws, regulations, circulars and Directives and the Client internal guidelines relevant to the services provisioning, outsourced activity or function about which it has been informed (collectively known as the “Regulatory Requirements”). In case of an outsourcing or critical outsourcing, the parties will conclude a specific outsourcing agreement prior to the commencement of the outsourcing and follow the necessary governance processes in accordance with the Regulatory Requirements.
- 12.2. The Client and the Contractor will each inform the other without delay of any changes at their company which could significantly prejudice the performance of the Service. In particular, the Contractor will inform the Client immediately of any disruption to its operating processes or suspicions of breaches of data protection law.
- 12.3. The Client is entitled to demand all the actions and precautions from the Contractor needed to comply with the requirements under regulatory law. The Client may issue corresponding instructions to the Contractor.
- The Client has the right
- to issue instructions relevant to the performance of the Service/supply of the Goods;
  - to inspect documents and data-bases relevant for the performance of the Service/supply of the Goods; and
  - to have access and admittance to the relevant parts of the Contractor’s premises for the purpose of conducting reasonable checks.
- 12.4. In so far as is necessary for an assessment of the performance of the Service/supply of the Goods as part of the Client’s internal control processes (risk management), the Contractor will submit all files to the Client and provide the Client with information on its operations and financial situation.
- 12.5. The Client’s Internal Audit Department, its statutory auditors and Regulatory Authorities are entitled to investigate compliance with all aspects of supervisory requirements by the Contractor without restriction and to make copies of relevant documents. They have the right to access all documents, data media and systems of the Contractor insofar as these relate to the performance of the Service/supply of the Goods.
- The Contractor agrees not to restrict or impair the control and audit right of the Client, its auditors or Regulatory Authorities.
- 12.6. The Client has exclusive rights to documents created in the course of the performance of the Service/supply of the Goods; the Contractor has no right of retention. If so required by the Client, the Contractor will surrender all documents acquired during the performance of the Service/supply of the Goods in so far as the Contractor is not under a legal obligation to archive the documents. In the event of such a legal obligation, the Contractor will submit copies of these documents to the Client.
- 12.7. Persons holding positions at the Contractor involving audits or who undertake audits required by law or ordered by regulators must be released from their obligation of confidentiality in respect of the performance of the Services/supply of the Goods and in respect of disclosures to the Client and the relevant regulatory authorities.



- 12.8. The Contractor must cooperate with all relevant r-Regulatory Authorities and in particular with the Financial Services and Markets Authority, the National Bank of Belgium and the Data Protection Authorities. The Contractor must tolerate audits and checks by the Regulatory Authorities at all times and grant them unrestricted access and admittance to all areas relevant to the order. The Contractor must provide these Regulatory Authorities and offices or persons charged by the Regulatory Authorities to conduct the audit with information and documents needed for their Regulatory activities and surrender such information and documents to them. Any question of the Regulatory Authorities shall moreover be answered in two working days.

### **13. INSIDER INFORMATION, DISCLOSURE OF SENSITIVE INFORMATION**

- 13.1. The Client is obliged to comply with the requirements of EU Regulation 596/2014 on market abuse (Market Abuse Regulation). For this purpose and in so far as is relevant, the Contractor will
- provide the Client immediately and at all times with all the information needed for the management (completion and updating) of insider lists;
  - keep insider lists of its own and inform the persons included in the lists as legally required;
  - grant the Client access of its own insider lists and submit proof of the notification of persons included in the list; and
  - ensure that no inside information is disclosed unlawfully within the meaning of Article 10 of the Market Abuse Regulation.
- 13.2. Particularly sensitive information may not be transmitted in the unencrypted state by email or using mobile telecommunication without the consent of the Client.

### **14. CORPORATE RESPONSIBILITY**

Munich Re is a member of the Global Compact Initiative of the United Nations. As a part of Munich Re, the Client Group AG, along with its subsidiaries, is also obliged to comply with the ten principles of the Global Compact. The Client has thereby committed to the protection of human rights, the prevention of forced and child labour, the promotion of environmental protection and combating corruption. Accordingly, as a prerequisite for cooperation, the Client also expects its business partners to comply with the principles laid down in the UN's Global Compact. In the event of breaches of these principles, the Client reserves the right to terminate the contractual relationship by way of extraordinary termination for good cause.

### **15. TERMINATION**

- 15.1. Unless otherwise agreed between the Contractor and the Client in the separate contract document, the contract may be terminated by the Client at anytime without notice.
- 15.2. Unless otherwise agreed, a continuing obligation may be terminated at any time by giving 14 days' notice.
- 15.3. The right of extraordinary termination for cause also remains unaffected. Cause for termination exists in particular for the Client if:
- the Contractor infringes supervisory requirements or the principles of the UN Global Compact;
  - or the FSMA, the National Bank of Belgium, the Data Protection Authority or another regulatory authority requires the termination of the contract.
- 15.4. Notice must be given in writing to be valid.

## **16. OBLIGATIONS ON THE TERMINATION OF THE CONTRACT**

- 16.1. Irrespective of the reason for termination of the contractual relationship, the Contractor undertakes to cooperate with the Client to ensure that the contractual relationship is brought to an end in an orderly manner.
- 16.2. Insofar as the Client requires services from the Contractor in this context that the Contractor is not or no longer contractually obliged to render, the Contractor will provide such services to the extent that its technical, organizational and human capacity and resources permit at an appropriate price in line with the market.

## **17. SET-OFF AND RIGHT OF RETENTION**

- 17.1. The Contractor is entitled to set-off only insofar as its counter-claims have become res judicata, are uncontested or have been recognised by the Client.
- 17.2. The Contractor is entitled to rights of retention only insofar as the claim on which the Contractor bases such retention is uncontested, has been recognised or has become res judicata.

## **18. CLOUD SERVICES**

- 18.1. The Client may grant access rights to persons at the Client, Affiliated Companies or third parties for the use of IaaS, PaaS or SaaS ("Cloud Services") while maintaining compliance with the terms and conditions of use. The Client is particularly entitled to make use of Cloud Services to
  - develop, test and maintain its own products and applications;
  - operate products and applications for its own purposes or third parties;
  - place products and applications at the disposal of third parties.
- 18.2. The Contractor warrants that the agreed availability of the Cloud Services will continue throughout the entire term of the Contract. The Contractor has no right of retention

## **19. MISCELLANEOUS**

- 19.1. During the contractual relationship and after the end of the contract, the Contractor may only quote the Client and, if applicable, companies affiliated or associated to the Client within the meaning of article 1:20 and 1:21 of the Belgian Code of Companies and Associations as reference customers if it has received the Client's prior written consent. The same applies for the use of the Client's logo and, if applicable, those of companies affiliated or associated to the Client within the meaning of article 1:20 and 1:21 of the Belgian Code of Companies and Associations.
- 19.2. Amendments of and additions to the contract and to these General Terms and Conditions of Purchase must be made in writing to be valid. This also applies to any waiver of this requirement for written form.
- 19.3. The contractual relationship between the Client and the Contractor, the performance of the agreed Services and any claims arising therefrom are governed by and interpreted in accordance with the laws of Belgium to the exclusion of all rules of law designating another legal system as being applicable. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- 19.4. The place of performance and jurisdiction is Brussels.
- 19.5. In the event of misunderstandings due to translations of contractual documents into other languages, the English language always takes precedence.

## **20. SEVERABILITY CLAUSE**

If one or more provisions of these General Terms and Conditions of Purchase is void, the validity of the remaining provisions is not affected thereby. In this case the parties undertake to agree a factually and financially equivalent provision with legally permissible content.