

Alphabet Belgium Long-Term Rental NV – Alphabet Luxembourg SA

General terms and conditions

1. Application of the General Terms and Conditions

1.1 The present General Terms and Conditions apply to the contractual relations between Alphabet Belgium Long Term Rental NV/Alphabet Luxembourg SA (hereinafter referred to as 'ALPHABET') and the supplier of goods or service provider (hereinafter referred to as 'Contracting Party') unless otherwise agreed in writing. The Contracting Party's General Terms and Conditions of sale or operating conditions are expressly excluded by the present General Terms and Conditions. This also applies even if the Contracting Party's terms and conditions are not expressly rejected by ALPHABET in a separate document.

1.2. The present General Terms and Conditions are issued for a term of unlimited duration and may be amended unilaterally by ALPHABET at any time. The amended General Terms and Conditions shall apply to all orders which are placed after the amendment.

1.3. The Contracting Party shall not be permitted to outsource or assign its rights and/or obligations in full or in part without ALPHABET's prior express written consent.

2. Orders, amendments, and additions

2.1 ALPHABET shall be free to make amendments and insert additions to the orders placed, and do so at any time and as it sees fit until the order is accepted by the Contracting Party. The Contracting Party shall be under obligation to present ALPHABET with any amendments or additions if it deems such necessary or expedient for the purposes of the efficient fulfilment of the order.

2.2. Insofar as a change to the order involves an increase or reduction in the costs and rates or an extension of the delivery deadline, the Contracting Party shall be under obligation to inform ALPHABET thereof immediately. In such cases the Contracting Party shall be required to submit another corresponding quote. The change shall be valid only if the parties have concluded an additional written agreement about the changed costs or delivery deadlines.

2.3. If an amendment acts to change the rate bases for the goods or services or for some of them, this shall be required to be set out in a separate agreement or order by ALPHABET. The amendment shall take effect only upon the conclusion of the additional agreement or after acceptance of the amended order by the Contracting Party.

3. Delivery deadlines / Delay penalty

3.1. The agreed delivery deadlines as specified in the contracts or in the quotes shall be binding. In the event of a delay, regardless of reason, the Contracting Party shall be required to pay ALPHABET a delay penalty to the amount of € 50 per diem, without prejudice to the provisions set out under §3.2. Moreover, in such cases ALPHABET shall be within its rights by operation of law to terminate the agreement without prior notice of default and without being required to pay any breakage fees or other forms of compensation.

3.2. If the Contracting Party continues to default on the delivery of the goods ordered or performance of the services within the deadline specified, the Contracting Party shall be required to compensate ALPHABET in full for all loss actually incurred.

4. Delivery of goods and performance of services

4.1 The goods and services are to be delivered to or performed at the address of Alphabet unless expressly otherwise agreed.

4.2 The goods and services shall be required to be premier quality and strictly comply with the order specifications. If the goods and/or services fail to comply with the order, ALPHABET reserves the right to refuse the goods and/or services. Consequently, ALPHABET shall not be required to remit payment of the invoice for the non-compliant goods and/or services. All loss incurred by ALPHABET arising from the delivery of non-compliant goods or services shall be compensated by the Contracting Party.

4.3 The goods are to be properly and neatly packed and in particular be well protected against the risk of damage in transit. To allow the goods to be inspected and stored, the Contracting Party shall be required to identify each batch by way of a label containing all the specifications as required. Each shipment shall go accompanied by a precise and detailed consignment note, detailing each item. If there is no valid consignment note, the delivery, and especially the date of delivery, shall be considered to have occurred on the date on which accompanying consignment note was provided; in connection therewith, the delivery acceptance period shall also commence on that date. At all times, the materials shall travel at the Contracting Party's expense and risk. The Contracting Party shall be required to label the materials as instructed by ALPHABET.

4.4 Partial deliveries or the partial performance of services shall not be permitted on pain of indemnification unless the parties expressly agreed otherwise.

4.5 Instances of force majeure shall release ALPHABET and the Contracting Party from their mutual obligations. 4.6 along with the delivered goods or the services performed, the Contracting Party shall supply ALPHABET with detailed written documentation regarding the nature and composition of the item supplied or the services performed.

5. Acceptance

5.1. The reception of goods or services shall not in any way imply acceptance on the part of ALPHABET. ALPHABET shall notify the Contracting Party of any discovered irregularity in the supplied goods or services within a reasonable period following the discovery of the errors or faults. ALPHABET reserves the right to refuse any item or service which is not in accordance with the order within 45 days of the reception thereof and to return the goods at the risk and expense (including re-packaging, re-shipment, customs obligations, and other taxes) of the Contracting Party.

5.2. The lack of contention on the part of ALPHABET at the time of the delivery of the goods or the completion of the services is valid solely as acceptance of the visible conformity of the item or service. Therefore, the Contracting Party is still liable for any other irregularities, inadequacies, or faults which are discovered later.

5.3. The payment, even without any reservation, may never be regarded as acceptance of all or some of the goods or services nor as a relinquishment by ALPHABET of one of its rights.

6. Payment/Transfer

6.1 Unless otherwise agreed, payments shall be considered as having been completed only after the last of the following events: the expiry of a 30-day period upon the receipt of the delivered item or service, and the expiry of a 30-day period after the end of the month in which ALPHABET received the correct invoice. To this end, it is hereby expressly agreed that the deliveries of goods and services prior to the contractually agreed delivery or completion date shall be deemed to have been received on the agreed delivery or completion date.

6.2 Payments shall be made by bank transfer.

6.3 After notifying the Contracting Party that there is a problem regarding the quality or the quantity of the services/goods, ALPHABET shall be within its rights to suspend payment for the said services/goods or even of other services/goods that form an indivisible whole with the disputed services/goods, until an agreement is reached between the two parties. ALPHABET shall also be within its rights to suspend payment for services/goods which have become wholly or partially unfit for service, as a result of the disputed services/goods until an agreement is reached between the two parties.

6.4 The Contracting Party shall be entitled to invoke the plea of non-performance or assert any right of retention only if its own claim is not disputed or has been acknowledged by an enforceable order.

6.6 If necessary, all invoices shall be required to specifically detail the lease number of the vehicle and the ALPHABET order number, unless otherwise specified in the order form.

7. Liability

7.1. The Contracting Party shall be required to compensate ALPHABET unreservedly for any direct or indirect loss, foreseeable or unforeseeable, incurred by ALPHABET due to the irregularity of the goods or services or due to visible or invisible faults in those goods or services and/or through operations and/or failures by the Contracting Party or its agents. At all events, ALPHABET is entitled to claim restoration or correction from the Contracting Party of the errors or faults at no additional expense or, as the case may be, the replacement of the delivered item in perfect condition.

7.2. If the Contracting Party takes no action, despite notice of default being served by order of ALPHABET, ALPHABET is entitled to replace the irregular or faulty goods or have the irregular or faulty services carried out by a third party at the Contracting Party's expense, subject to all other

compensation mentioned in the previous paragraph. This article applies only to the extent that the implementation of article 7.2 has failed to achieve the desired result for ALPHABET. In urgent cases, ALPHABET has the right to invoke the application of this article without issuing the Contracting Party with prior notice of default.

7.3. Complaints on the part of ALPHABET shall suspend the guarantee period for the irregular or faulty part of the item or service. As soon as the error or fault has been adequately restored or corrected, the guarantee period shall re-commence.

7.4. The Contracting Party shall reply to any protest, objection, or complaint from ALPHABET within five working days.

7.5 Under no circumstances may ALPHABET be held liable for damage run up by the Contracting Party due to the late completion or non-completion of its obligations, subject to serious errors, deceit, or intent on its part.

8. Intellectual property rights and right of use

8.1 The Contracting Party shall be under obligation to ensure that the goods which it supplies and the services which it carries out are not subjected to any intellectual property right which is owned by a third party and which would exclude the use by ALPHABET or would have a damaging effect. Moreover, the Contracting Party has an obligation to assure ALPHABET that it possesses all the necessary approvals to transfer the accompanying right of use to ALPHABET.

8.2 The Contracting Party safeguards ALPHABET against any rights which third parties could enforce against it following the use of the goods or services supplied by the Contracting Party. In that case the Contracting Party shall have to introduce the necessary legal procedures in its own name and at its own expense. This shall not affect the right of ALPHABET to claim compensation and/or terminate the contract.

8.3 All rights protected by intellectual property right within the scope of this contract shall be transferred automatically to ALPHABET on the date of delivery of the goods or the performances of the services with no extra conditions and at no extra cost. ALPHABET shall be the holder of these rights with no restrictions regarding territory, duration, or type of item or service, and on an exclusive basis. These rights may be transferred, refined, adapted, amended, duplicated, supplemented, or published without the consent of the Contracting Party.

9. Confidentiality/Publicity

9.1. The Contracting Party undertakes to regard as strictly confidential any specific information, data, documents, and materials of any kind whatsoever which have been put at its disposal or disclosed to it on account of its business relations with ALPHABET and undertakes not to disclose them to third parties in any way whatsoever.

9.2. The Contracting Party shall not pass on the details of clients of Alphabet Belgium, and/or employees of those clients, and/or of employees of Alphabet Belgium to third parties and shall not use them for its own direct marketing purposes without the prior and express written consent of ALPHABET, either during the implementation of this agreement or after its termination. This also applies particularly to the financial terms and conditions of this agreement and all information transferred within the scope of its implementation.

9.3. This also means that the Contracting Party undertakes to use the information, data, documents, and materials which are still owned by the co-contracting party solely with a view to the implementation of this agreement. The duty of confidentiality cited in this article means that the parties are responsible for ensuring that their staff, consultants, assistants, and employees also observe this strict confidentiality.

9.4. The Contracting Party takes all technical and organisational measures to safeguard the relevant personal data, especially against destruction, loss, forgery, and unauthorised dissemination or access, as well as to ensure that this personal data may be consulted solely by persons authorised for that purpose and that all persons who are granted access to the processed personal data have due regard for the confidentiality and security of such personal data.

9.5 The Contracting Party may only make its business relation with ALPHABET public with the prior written consent of ALPHABET.

9.6 Transfers of information carried out strictly within the scope of a request from an authorised administrative or judicial body are not regarded as a breach of the duty of confidentiality stated under points 9.1 to 9.5. Similarly, information or elements which are already available to the public at the time of their announcement are not regarded as confidential in the sense of this article.

10. Know-how/Use of logos

10.1. The Contracting Party is not allowed to re-use or valorise the know-how, techniques, procedures, or methods developed specifically at the request of ALPHABET unless ALPHABET has granted its prior written consent.

10.2. The Contracting Party shall not acquire any right whatsoever to use ALPHABET logos. Their use is permitted by ALPHABET solely within the restrictive framework of this agreement and exclusively for its execution.

11. Termination of the partnership

11.1 In the cases listed below, ALPHABET shall be within its rights to terminate the business relation with immediate effect and without owing any compensation by sending a registered letter:

- The Contracting Party continues to default on its contractual obligations. The termination of the partnership shall not prevent ALPHABET from being within its rights to claim compensation for the loss incurred as a result of the breach of contract on the part of the Contracting Party or its agents.

- The incapacity of the co-contracting party in cases such as (albeit not confined to) suspension of payment or poor credit standing, the service of a bankruptcy writ or of an application for liquidation or an application for an amicable settlement or judicial composition.

- The breach of confidentiality by the co-contracting party as set out under article 9 of the present General Terms and Conditions and elsewhere.

11.2 If the Contracting Party or its agents are the cause behind the termination of the contract, ALPHABET shall have the option of paying for the services and goods already delivered on the date of the breach, or to return them without any further compensation being payable by ALPHABET. This shall not affect the ALPHABET's right to claim payment of compensation for the loss incurred as a result of the breach of contract on the part of the Contracting Party or its agents.

This shall also apply if the agreement is terminated at ALPHABET's impetus in any one of the instances set out under in article 11.1.

11.3 In the event of the Contracting Party not being at the heart of the reason for the termination, ALPHABET shall repay any actual and proven costs and expenses which it has incurred until the date of the termination of the contract, on the basis of elements which show that those costs and expenses were directly related to the implementation of the contract.

12. General stipulations

12.1. Contractual relations between the parties are subjected exclusively to Belgian law. 14.2. Any disputes relating to the present General Terms and Conditions shall be brought before the law courts of the legal district of Antwerp which shall have sole jurisdiction.

12.2. The nullity of some or other provision in the present General Terms and Conditions shall not affect the legitimacy of the other provisions. In that case, the parties hereby agree to replace the said provision by mutual consent with another provision with similar economic implications as those arising from the philosophy of this agreement.