# GENERAL TERMS AND CONDITIONS OF PURCHASE

#### 1) SCOPE OF APPLICATION

These terms and conditions of purchase ("Ts&Cs") apply to the purchase of any materials, objects, products, components ("Goods") or services ("Services") offered or provided by suppliers ("Suppliers") to VOGO (the "Buyer"). They are applicable to any order ("Order") placed with Suppliers by the Buyer.

The term "Parties" refers to the Buyer and/or Supplier collectively or individually.

The Buyer cannot be held liable for any contrary provision without its express agreement. In particular, the Buyer cannot be held liable for any provision in Order acknowledgementsor any other document issued by Suppliers, even if it is not explicitly rejected.

#### 2) WAIVER

The Supplier ceases to apply its general terms of sale and services, no matter their medium, to submit fully and exclusively to these Ts&Cs without amendment or reservation.

## 3) ORDERS

The Supplier's acceptance of an Order by the Buyer implies its total and unconditional acceptance of these Ts&Cs to the exclusion of any other contractual provision. These Ts&Cs therefore prevail, no matter the contrary provisions found in Supplier documents. However, any special terms stipulated by the Buyer on the purchase order and accepted by the Supplier prevail over these Ts&Cs.

#### 4) ORDER ACCEPTANCE

Orders placed with the Supplier by the Buyer may only result from a legitimate numbered and dated purchase order sent by post and/or email. All documents associated with an Order must include the obligation number found on the purchase order. The Buyer reserves the right to reject and return to the Supplier at the latter's expense (charges to be paid on delivery) any merchandise not ordered or not shipped in line with these Ts&Cs.

Any Order received by the Supplier must give rise to an acknowledgment confirming the delivery time to the Buyer. An Order will be deemed accepted by the Supplier if no acknowledgment is received within five (5) calendar days.

Order acceptance implies that the Supplier recognises it has received all the information needed to fulfil the Order. The Supplier will therefore not use any omission, imprecision or error in the Order to justify the latter's non-fulfilment, partial fulfilment or adjusted fulfilment.

#### 5) ORDER CHANGES

The Buyer may ask the Supplier to change an Order's contents, specifications, quantity, quality or delivery arrangements for Goods or Service execution. In this event, the Supplier will endeavour to respond to the change request to the best of its ability. The price will be adjusted as appropriate. Orders may not be changed by the Supplier without prior express agreement from the Buyer.

#### 6) ORDER FULFILMENT

The Supplier declares that it has the material and human resources, the equipment and technical facilities, and the skills, logistical setup and experience needed to fulfil Orders and will assign professionals with the required skills to ensure that Orders are fulfilled.

The Supplier undertakes to take all the measures required to fulfil the Order, following standard professional practices and applicable regulations, and carrying out any trials or tests needed.

The Supplier must fulfil the Order in full within the terms on the purchase order. The Supplier particularly undertakes to meet any specifications issued to it by the Buyer in the Order.

#### 7) DELIVERY

Unless otherwise stipulated in the Order, all deliveries will be carried out in line with the Incoterm Delivered Duty Paid (DDP), as per the latest version of the Incoterms, to the delivery location and on the delivery date indicated on the Order.

To be admissible, delivery noteS must include the Order number, the delivery contents (item references and quantity of items for Goods, identification of deliverables for Services, etc.). Shipping costs for an Order may only be charged once, even if an Order arrives in multiple deliveries.

# 8) PRICING - INVOICING - PAYMENT

The prices are those mentioned in the Order. They include all ancillary items such as transport, packaging, insurance, customs charges and all other expenses incurred. Prices are non-negotiable, definitive and non-revisable. In this regard, Article 1195 of the French Civil Code is expressly excluded.

Invoices must be sent (in one copy) to the Buyer's Accounts department. To be admissible, invoices must mention: the Order number, the Order contents (item references, quantities, nature of services and associated deliverables, etc.), the number and date for delivery slips or the receipt sign-off.

Payments must be made within forty-five (45) days of the end of the month in which the invoice is dated. Payment is by bank transfer or cheque unless special terms are



included on the Order. The Buyer's head office must be paid for all purchases. All invoices for Goods delivered in a given month (M) must reach the Buyer before the 10th of the following month. After this, they will be carried over to the next month. Where Goods are delivered in advance of the requested date, the given month taken into consideration (M) will be that in the contract.

Any sums not paid by the Buyer on the due date without a legitimate excuse will give rise to the immediate and automatic application as of right without the need for formal notice of late payment interest at three times the legal interest rate on the date the invoice is issued, in line with Article L.441-10. Il of the French Commercial Code.

In accordance with Article D.441-5 of the French Commercial Code, the Buyer will be liable for a recovery fee of forty (40) euros per invoice paid late or not paid without a legitimate excuse.

## 9) FULFILMENT DEADLINES

The delivery dates imposed by Orders represent dates for Goods to arrive in the delivery location stipulated on the Buyer's Order. The fulfilment dates imposed by Orders represent the dates that Services end.

Services fulfilment deadlines and Goods delivery deadlines must be met: this is an essential element of the Order. The Supplier acknowledges that the Buyer may suffer substantial harm if the Goods are not delivered or Services are not carried out in the planned timeframe. The Supplier must inform the Buyer immediately in writing of any foreseeable delay and justify its scale and reason and the measures taken to remedy the situation at the Supplier's expense.

If the fulfilment or delivery deadlines are not met, and unless the Buyer accepts a new fulfilment or delivery deadline in writing, the Buyer reserves the right, at the Supplier's expense, risk and liability, to cancel the Order and reject Goods delivered or Services provided in the meantime. This is without prejudice to the Buyer's other rights and no compensation will be payable to the Supplier.

If the Supplier and/or its subcontractors do not meet the delivery or fulfilment deadlines, the Buyer reserves the right to apply non-exempting penalties of zero point two percent (0.2%) per calendar day of delay, generating a maximum of five percent (5%) of the total Order amount excluding VAT.

#### 10) PARTIAL FULFILMENT

If an Order is delivered or fulfilled in part, the Supplier must indicate the Order number, the number of pieces, the designation, the quantity already delivered or service already provided, the remainder to deliver, the delay, and the new deadline, plus its observations. This information must also be provided when the remainder is delivered or fulfilled. The Buyer will not accept shipping charges for

each partial delivery unless the partial deliveries are an integral part of the Order following a special request from the Buyer.

#### 11) RESERVATIONS

Regarding the delivery of Goods. If the Buyer has any reservations about Goods on delivery, it will inform the Supplier that the Goods are non-compliant or that there are visible defects. In this scenario, the Buyer can, at its discretion, and with written notice to the Supplier, (a) cancel the Order, (b) accept the Goods for a fair reduction in price, or (c) reject the Goods and require, at the Supplier's expense, replacement Goods to be delivered or the necessary repairs to be made.

Any Goods rejected for any reason will be returned to the Supplier at its expense and risk, or be stored at the Supplier's risk in the Buyer's warehouse. Fifteen (15) days after notification of the rejection, the Supplier will become liable for the cost of storing the Goods in the warehouse.

Regarding Services. If the Buyer submits reservations in writing on receipt, the Supplier must address the issues by the deadline set in the receipt sign-off. If the deadline is not met or Services are found to be non-compliant, the Buyer may, at its discretion, without prejudice to the application of penalties or its right to cancel the Order due to the Supplier's failure to fulfil its contractual obligations:

- (i) Implement the measures needed to address the issues itself or have them implemented by a third party, at the Supplier's expense and risk, after formal notice sent to the Supplier remains without effect after five (5) calendar days; or
- (ii) Withdraw its request for the Supplier to address the issues in exchange for a discount on the Services.

# 12) QUALITY - TRACEABILITY

**Quality.** The Supplier and its subcontractors must show that they have a quality management system in place to meet the Buyer's requirements, particularly those technical and logistical and those related to security and quality. In the absence of this, the Supplier agrees to strictly comply with the quality management system explained by the Buyer during the Order. The Supplier must share with the Buyer any copies of certificates associated with the Goods and/or Services.

**Traceability.** Regarding materials, equipment and tools used by the Supplier and/or elements delivered to the Buyer to fulfil the Order, the Supplier undertakes to share with the Buyer, at the latter's written request:

- Any information identifying the manufacturing origins, location and date
- The results of quality checks carried out
- Any other relevant information, such as serial or batch numbers



#### 13) AUDITS

The Buyer may at any time before and/or during the fulfilment of the Order, after first notifying the Supplier, within five (5) calendar days, carry out, or have its choice of third party carry out, an audit at the Supplier's site or the site of its subcontractors during their working days and hours. Within the scope of the Order, this right to audit ensures that the Supplier is meeting its contractual, regulatory and normative obligations, or those representing good practice in the profession. The information collected may only be used for the audit and its consequences.

The Supplier undertakes to fully cooperate and facilitate the smooth-running of the audit by giving the auditor access to all premises, facilities, documents and information relating to the Order. The Supplier authorises the Buyer to inspect and draw up inventories for Goods and/or Services completed or underway, particularly regarding materials needed to make Goods and specific tools and equipment owned by the Buyer which are installed on Supplier premises.

The Buyer will charge the Supplier for the audit if the latter reveals failings attributable to the Supplier. The audit does not limit the Supplier's contractual liability in any way, including the scope of its own checks, and does not affect the Buyer's right to reject some or all of the Product and/or Service on delivery.

#### 14) TRANSFER OF OWNERSHIP AND RISK

**Transfer of ownership.** Ownership of the Good transfers on delivery or on the date reservations are addressed if it is a Service involving the provision of material assets.

Absence of retention of ownership clause. The Supplier guarantees that it will not, for itself or its subcontractors, use any retention of ownership clause without the Buyer's prior written agreement.

**Transfer of risk.** The transfer of risk for the Good and/or material assets resulting from the Service is in line with the Incoterm chosen by the Parties.

#### 15) CANCELLATION

Cancellation due to non-fulfilment. Each Party may cancel some or all of the Order as of right if the other Party fails to fulfil an obligation, after formal notice remains without effect for thirty (30) calendar days. The following breaches could lead to the application of this cancellation clause:

- Goods or Services are not supplied by the Supplier within the terms of the Order
- Payment of sums due to be paid by the Buyer to the Supplier is absent within the set terms
- One Party uses the name or hallmarks of the other Party in a way that damages its image

**Cancellation without notice.** The Buyer may cancel some or all of the Order as of right without prior formal notice, with effect from when the cancellation notification is received, in the following restrictive scenarios:

- If the Supplier is responsible for repeated defects or failures as set out in the Cancellation Due to Non-Fulfilment article; or
- If the Supplier does not comply with one or more rules regarding health, hygiene, secure working conditions or environmental protection that could harm people or goods; or
- If there is non-compliance with the Quality, Intellectual Property, Confidentiality, Security and Environment, Combatting Unreported Employment, Personal Data Protection and Combatting Corruption articles.

**Effects.** If the Order is cancelled, the Supplier undertakes, at the Buyer's request, to release or provide inventories of raw-material and/or subassembly stock used for the Order at the market rate. The Supplier will send the Buyer an inventory together with proof showing the Order's progress as soon as possible.

The Supplier also undertakes to immediately return to the Buyer all equipment, documents and other elements given to it to fulfil the Order. The right of a Party to cancel the Order due to non-fulfilment does not affect its right to claim damages.

#### 16) GOODS WARRANTIES

The Supplier will, for a period of twenty-four (24) months after the date the Good is received, remedy at its expense and risk, as soon as possible and at the latest within the agreed timeframes, any non-compliance, abnormal wear and/or hidden defects or flaws affecting the Good.

If the Good is discovered to be non-compliant or defective, the Buyer may ask, as it prefers, the Supplier to repair, replace or refund the non-compliant or defective Good. If the Supplier does not repair, replace or refund the Good within seven (7) calendar days of the Buyer's request, the Buyer may take the measures needed to remedy the situation itself, or have it remedied by a third party. In any case, the Supplier will be responsible for any risk and expense resulting from replacing or repairing the Good, including travel costs, factory returns, parts and labour, without prejudice to the Buyer's other rights.

The implementation of this initial warranty gives rise to a new warranty of a maximum of twelve (12) months from the date the repaired or replaced Good is received by the Buyer.

#### 17) LIABILITY - INSURANCE

**Liability.** Each Party is liable for any damage that it, its employees, its representatives and/or its subcontractors cause the other Party or third parties owing to the Goods and/or the provision of the Service for the Order. Each



Party will hold the other Party and its insurers harmless for any damage and/or liability that the latter is responsible for in this respect.

Insurance. To cover their liability regarding the fulfilment of the Order, the Supplier and any subcontractors must take out insurance, at their expense, and maintain it in full while the Order is being fulfilled (including any extension). They must use an insurance company known to be solvent. The Supplier undertakes to provide the Buyer, at the first request, with proof of its insurance and of premium payment. Taking out an insurance policy that convers certain amounts does not limit the Supplier's liability.

# 18) FORCE MAJEURE AND UNFORESEEABLE CIRCUMSTANCES

Each Party can invoke force majeure in line with the conditions in Article 1218 of the French Civil Code.-If the force majeure event continues beyond ninety (90) days, the other Party has the right to immediately cancel the Order as of right without any compensation being payable to the Party invoking the force majeure event. The Supplier must then reimburse the Buyer for any sums paid in advance for the Order that do not correspond to a Good delivered or a Service fully carried out on the date that the force majeure event occurs.

#### 19) SECURITY - ENVIRONMENT

The Supplier must provide the Buyer with Goods and Services strictly compliant with security and health in the workplace standards and social and environmental regulations applicable to each delivery (such as current laws and regulations, applicable security standards, etc.). All declarations and guarantees in the Supplier's catalogues, brochures, sales documents and quality systems are contractually binding. The Supplier must share with the Buyer all relevant information regarding safety, security and the environment associated with the Goods and/or their transformation, handling and use, and with the Services. In particular, the obligations and rules highlighted above include the European RoHS Directive (2002/95/EC), the European REACH Regulation (1907/2006) and other applicable anv directive/development. Regarding the REACH Regulation, the Supplier undertakes to notify the Buyer as soon as possible if the preparation or item provided contains a substance included or proposed for inclusion in Annex XIV of substances submitted for the authorisation of the REACH Regulation. The Supplier must share with the Buyer the exact concentration of each substance submitted for authorisation contained in each preparation or item provided. The Supplier is therefore responsible for all prejudicial consequences of its action or inaction regarding quality, safety, security and the environment, both towards the Buyer and any third parties; the Supplier also recognises that it is fully liable if the Buyer exercises its right to cancel the Order concerned.

If the Good ordered is equipment subject to the WEEE European Directive (2002/96/EC and 2003/108/EC), the Supplier must inform the Buyer about the end-of-life conditions for the equipment, including where it should be sent. If the Good ordered is subject to battery and accumulator regulations (2006/66/EC; 2008/12/EC; 2008/103/EC), the Supplier must give the Buyer instructions about safe use and storage and how products will be recovered at the end of their lives. The Supplier guarantees that, in all cases, the Goods and Services it provides comply with European regulations (including the CE mark).

#### 20) INTELLECTUAL PROPERTY RIGHTS

**Intellectual property guarantee.** The Suppliers guarantee that neither Goods nor Services in the Order infringe or breach any trademarks, patents, copyright or other thirdparty rights. The Suppliers must indemnify the Buyer and hold it harmless from any complaints, liabilities, losses, costs, lawyer's fees, expenses or damages due to or resulting from any breach of industrial and/or intellectual property rights. The Suppliers will, at their own expense and if the Buyer requests it, defend the Buyer from such complaints, prosecutions and trials. If the Goods or Services are subject to action or a complaint because of a breach of industrial and/or intellectual property rights, the Suppliers must secure, as soon as possible, the Buyer's right to use the Goods and Services, either modifying or replacing the Goods and Services to end the breach. The modification or replacement of the Goods or Services may not lead to a reduction or restriction in the use or functions of the Goods or Services, or their ability to meet the Buyer's specific needs. If this is not the case, the Buyer will have the right, with eight (8) working days' notice, to (a) take all measures it deems necessary to safeguard its rights and (b) obtain from the Suppliers a full refund for these measures.

Assignment of intellectual property rights. If the Services provided by the Supplier for the Buyer in the context of an Order could involve any intellectual property rights (brands, copyright, drawings, models, software, databases, patentable inventions, etc.), it is expressly agreed that the rights in question will be automatically assigned exclusively by the Supplier to the Buyer in the course of their development. This assignment covers all usage rights, understood as the right of reproduction, representation, adaptation and translation on all mediums (paper, digital, internet, product manufacturing, software, etc.), known or unknown, for the entire period during which the rights concerned are protected and in all countries. It applies to all purposes and uses associated with the Buyer's activity, including commercial, promotional and/or marketing. Only the Buyer will be entitled to use, reproduce, divulge, market, modify or adapt this output, and to protect the intellectual property by any means it deems appropriate. It can transfer these rights or allow them to be exercised by any third parties of its choice. It is expressly agreed that



invoices issued by the Supplier should include flat-rate remuneration for the assignment of these rights, without the Supplier being able to claim supplementary payments of any kind from the Buyer. The assignment implies that only the Buyer will have the ability to proceed, in its name and at its expense, with compulsory or optional formalities such as filing associated with the appropriation and protection of rights assigned. The Supplier also undertakes to provide the Buyer, at the first request and without retaining a copy, with all documents, materials and manufacturing parts allowing for the modification and reproduction of creations that the Buyer may reuse or have reproduced, manufactured, adapted, modified or distributed by a person of its choice in whole or in part.

**Buyer's rights.** The Buyer's brand and logo are owned by the Buyer. The name and/or brand and, in general, any Buyer hallmark can only be mentioned or used with prior written permission from the Buyer.

Most elements provided by the Buyer are also covered by intellectual property rights it holds. The Supplier recognises that these rights exist and are owned by the Buyer, and accepts that it only has permission to use them occasionally within the strict limits of the work assigned to it by the Buyer for the Order. Outside this context, the Supplier formally agrees not to use or exploit them in any way for its own benefit or a third party's benefit, directly or indirectly, in France or abroad. None of these provisions should be interpreted as implying any transfer of intellectual property rights from the Buyer to the Supplier.

## 21) SPARE PARTS - OBSOLESCENCE

Spare parts. In line with Article L.111-3 of the French Consumer Code, the Supplier undertakes to inform the Buyer of the period during which or the date until when spare parts required for the use of the Goods it delivers will be available on the market. In any case, if the Goods or spare parts provided to the Buyer become obsolete, the Buyer must be given enough warning so it can find an alternative procurement solution. The Supplier therefore undertakes to routinely inform the Buyer about any obsolescence that could affect Goods provided to the Buyer during the past twelve (12) months and the associated spare parts. This information must be provided at least six (6) months before the scheduled obsolescence date. It should indicate the scheduled obsolescence date and precisely identify the Goods and spare parts set to become obsolete.

Good obsolescence. The Supplier undertakes to inform the Buyer when it discovers that a Good risks becoming obsolete. The Supplier must then suggest an interchangeable replacement Good so that the Buyer's production is in no way affected. The Supplier is responsible for all costs and risk associated with this workaround, which may only be implemented following written approval from the Buyer. Otherwise, the Buyer

can exercise their right to cancel the Order, without prejudice to its other rights and without any compensation being payable to the Supplier.

#### 22) TOOLS AND EQUIPMENT

The Buyer retains ownership of tools and equipment it provides to the Supplier in order to fulfil the Order. These tools and equipment may only be used to fulfil the corresponding Order and do not come with a right to be subleased, provided to a third party or duplicated. The Supplier has custody of tools and equipment it is loaned by the Buyer. It therefore undertakes to protect and insure, at its expense, the Buyer's tools and equipment against any risk, loss, theft, deterioration or destruction, and to keep them in good working order.

#### 23) CONFIDENTIALITY

Any written or oral information shared by the Buyer with Suppliers about the Buyer's know-how, specifications, procedures, needs and other details, documents and technical data must be treated as confidential and not revealed to third parties without prior written agreement from the Buyer for at least five (5) years after the date it is shared with Suppliers. This information may only be used to fulfil the Order or prepare offers or quotes.

# 24) ALLOCATION OF JURISDICTION - APPLICABLE LAW

French law is applicable to the interpretation, validity and impact of these Ts&Cs. It is expressly agreed that any dispute must go before the courts of Montpellier selected by the Buyer, which alone have authority, even in the event of an incidental claim, or the introduction of third parties, or there being multiple defendants, no matter whether the claim is regarding contractual or civil liability. The various shipping and payment methods and the delivery location cannot override this allocation of authority.

#### 25) SUBCONTRACTING - ASSIGNMENT

**Subcontracting.** If the Supplier intends to subcontract some of its obligations, it must first:

- Inform the Buyer in writing of which obligations it wants to subcontract, the identity of the subcontractor and how long it wants to subcontract for
- Obtain written agreement from the Buyer
- Forbid its subcontractor from subcontracting some or all of its obligations further without prior written agreement from the Buyer
- Fulfil all applicable legal obligations

If the Supplier does not fulfil its legal obligations around subcontracting, the Buyer has the right to immediately suspend any payment to the Supplier, as long as the latter has not carried out these legal obligations, without prejudice to the Buyer's right to cancel the Order due to



non-fulfilment. In any event, the Buyer agreeing to the Supplier subcontracting does not release the Supplier from its contractual obligations, particularly its subcontracted obligations. The Supplier remains solely responsible in an unlimited manner to the Buyer and to third parties for the actions and omissions of its subcontractors. The Supplier also holds the Buyer harmless against any claims from its subcontractors or their employees.

Assignment and change of Supplier ownership. The Supplier does not have the right to assign the Order to third parties, even in part, without prior written agreement from the Buyer. The Buyer can assign some or all of the Order to a third party by informing the Supplier in writing in advance. If ownership of the Supplier changes, it must immediately inform the Buyer. If ownership of the Supplier changes, it undertakes to ensure that its purchaser can continue with Orders under the terms previously agreed.

# **26) COMBATTING ILLICIT EMPLOYMENT**

The Supplier declares that its employees and its subcontractors' employees assigned to Order fulfilment are properly employed and declared as per applicable legislation, including Articles L.8222-1 et seq. and Article D.8222-5 (applicable to French suppliers) and Articles D.8222-7 and D.8222-8 (applicable to foreign suppliers) of the French Labour Code, as well as provisions applicable to foreign workers (Articles L8251-1 et seq. and Articles R.8222-1 et seq. of the French Labour Code). If the Supplier and/or its subcontractors want to use foreign staff to fulfil an Order, the Supplier warrants that these employees are, when working in the Buyer site country, authorised to carry out professional activities and have the necessary work and residence permissions.

The Supplier must provide the Buyer with a French version of these documents, as well as a letter showing that all its staff involved in providing the Goods and Services are employed in line with the provisions of Articles L.3243-1 et seq. and Articles L.4711-3 et seq. of the French Labour Code.

#### 27) PERSONAL DATA PROTECTION

Each Party undertakes to process the personal data it receives ("Personal Data") in line with applicable legal provisions including the General Data Protection Regulation 2016/679/EC (the "GDPR"). If the Supplier processes Personal Data on behalf of the Buyer, the Supplier undertakes to sign an appendix setting out how this will be processed, in line with Article 28 of the GDPR. In any event, it guarantees, and also guarantees that its subcontractor:

- Uses it to fulfil the Order in line with the Buyer's instructions
- Uses appropriate technical and organisational measures to keep Personal Data confidential and secure in line with Article 32 of the GDPR

- Ensures that individuals permitted to process Personal Data undertake to keep it confidential or are subject to an appropriate legal obligation of confidentiality
- Considers the principles of personal data protection from the design stage and takes into account the principles of data protection by default
- Helps the Buyer ensure that the obligations set out in the GDPR are met, particularly those in Articles 32 to 36
- Does not subcontract the processing of Personal Data to a third party without prior express approval from the Buyer
- Agrees to audits by an entity chosen by the Buyer at any time, with the Buyer informing the Supplier or its subcontractors in advance
- Permanently returns to the Buyer during or after the fulfilment of the Order all Personal Data processed on behalf of the Buyer
- Will not transfer any data to a country without adequate protection for Personal Data if it does not have prior written permission from the Buyer or has not completed the required formalities or helped the Buyer to complete them
- Will compensate the Buyer for any harmful consequences, whether they be direct or indirect damages, court costs or a damaged image that the Buyer may suffer if the Supplier breaches current legal and regulatory provisions

If the Supplier notices a security incident or breach affecting the Buyer's Personal Data, it should immediately alert the Buyer. The Supplier undertakes to help the Buyer take any action that aims to tackle the incident or breach, including informing the authorities. In this respect, the Supplier should:

- Provide the relevant elements to assess the scope of the incident or breach involving the Buyer's Personal Data
- Make clear its prevention and resolution procedures for Personal Data incidents or breaches
- Help the Buyer with legal and regulatory formalities
- Cooperate and synchronise its communications about the Personal Data breach with the Buyer to communicate with regulators, the media, or anyone else affected

Any regulatory changes in the field of Personal Data that could lead to extra obligations under this article are to be immediately implemented by the Supplier at its expense.

# 28) COMBATTING CORRUPTION

The Supplier guarantees for itself and its affiliates, its subcontractors and its own suppliers, that it complies and/or undertakes to comply with current laws and regulations combatting corruption and influence peddling. The Supplier undertakes to provide, at the Buyer's request, confirmation or proof of its compliance with these commitments.



# BETTER SOUND & VISION FOR COLLECTIVE SUCCESS

If the provisions in this article are not met, the Buyer reserves the right to end the current Order as of right and with immediate effect without any compensation being payable to the Supplier. This is without prejudice to any compensation claim made by the Buyer due to harm caused to it by the Supplier because of the commitments in this article not being met.