

GENERAL CONDITIONS OF PURCHASE

- 1. PRÉAMBLE**
The Supplier shall study the needs of the client and recommend the goods and/or the services required, hereinafter referred to as the "Deliverables". The necessary information will be communicated to the Supplier and if required, the Supplier will request any additional information.
- 2. VALIDITY OF THE PURCHASE ORDER**
2.1 The Supplier must acknowledge receipt of the order by return mail within ten (10) days following the date of receipt of the Purchase Order by sending a duly signed Confirmation of Receipt to Accenture. This signature signifies acceptance of the order, the present General Conditions of Purchase and any other relevant specific conditions specified.
- 2.2 If the "Confirmation of Receipt" is not received within the specified timeframe, the Client reserves the right to cancel the order without notice or prejudice.
- 3. CONTRACTUAL DOCUMENTS**
3.1 Any contract or order will consist solely of the following documents in order of priority:
- If applicable, the contract between the Client and the Supplier;
 - By default, the specific conditions signed by the Client;
 - the Purchase Order and the specifications of the Deliverables issued by the Client;
 - the present General Conditions of Purchase.
- 3.2 By accepting an order, the Supplier accepts without reservation and irrevocably the present General Conditions of Purchase.
- 4. DELIVERY - ACCEPTANCE**
4.1 The Deliverables are delivered at the Supplier's own cost and risks.
4.2 The delivery is made against a delivery note issued by the Supplier indicating the order number and the description of the Goods or the Services.
4.3 This delivery note will be effective to the Client once signed by a duly authorised person of the Client indicating the date and time of the delivery (delivered on-site).
4.4 The purpose of the delivery note is to confirm the delivery date and not the compliance of the Deliverables which will be confirmed by an acceptance certificate.
4.5 Even where the Deliverables have been fully paid by the Client, unless a specific acceptance procedure has been provided for on the Purchase Order, acceptance occurs:
- in the case of Deliverables subject to testing (IT services and materials), one (1) month after installation and effective service, during which time the Client may test the Deliverable,
 - in the case of other types of Deliverables, after a period of ten (10) days following the date of signature by the Client of the delivery note,
 - and, in any case, in the absence of non-compliance or anomaly during these periods.
- 4.6 In the case of any non-compliance or anomaly, the Client may either refuse to take the Deliverable or accept the Deliverable, or take the Deliverable or accept same and indicate its reservations on the confirmation receipt.
- 4.7 In the event where the Client refuses to take or accept of the Deliverables, the Supplier should proceed with the removal of the Deliverables that have been refused at their own costs and deliver the Deliverables that comply with the order within 48 hours. In the event that the Deliverables still do not conform to the order, the Client may without prejudice to all damages borne by the Supplier:
- immediately terminate its contractual and commercial relations with the Supplier;
 - and/or exercise its right to seek resolution of the order (non-judicial resolution), it being understood that the expiry of the term would constitute prior notice;
 - or seek judicial enforcement by a court or through a third party associated with the order at the cost of the Supplier.
- 4.8 On the other hand, should the Client accept delivery or receipt of the Deliverables with reservations, the Client must confirm the said reservations to the Supplier by a letter with acknowledgment of receipt within eight (8) days following the signature of the Confirmation Receipt. Unless it is agreed that there will be a reduction in the price, the Supplier should then raise the reservations within a period of five (5) working days from the date shown on the receipt, in the absence of which the terms of the previous paragraph will apply.
- 4.9 The delivery of a Deliverable includes all accessories without any additional costs.
- 5. INSTALLATION**
The installation is the responsibility of the Supplier and includes services such as unpacking to set up the Deliverable including assistance with operational start-up.
- 6. TRANSFER OF LIABILITY**
The risks are passed to the Client from the date and time of delivery indicated on the delivery note of the Client.
- 7. FINANCIAL CONDITIONS AND INVOICING**
7.1 The price is a fixed fee and is cannot be revised except for the possible reductions that might be given by the "manufacturer" to which the Client is entitled.
7.2 The price includes all of the Deliverables, accessories, services, warranties and assignment of rights.
7.3 The invoices shall be addressed to the accounting department, in the name of "ACCENTURE" and include a bank identity statement ("*RIB*") with the first invoice.
7.4 Payment shall be made by wire transfer within sixty (60) days from the invoice date.
7.5 In addition to the usual mandatory requirements, invoices should include the order number, the description of the deliverable or service, the unit price if necessary, and the project number indicated on the Client's order.
7.6 In the event of late payment, the sums due will bear interests equal to three (3) times the legal interest rate.
- 8. DURATION-SCHEDULE-PENALTIES**
8.1 Time is of the essence with respect to timelines and due dates.
8.2 In the event that the timelines and due dates are not adhered to, the Client has the right upon the expiry of the due date:
- To either deduct the fixed compensation that may have been provided for in the Purchase Order from the total amount due to the Supplier for the relevant order,
 - or to invoke a resolution process (non-judicial resolution) notwithstanding any damages.
- 8.3 Unless the Purchase Order provides otherwise, the amount of the fixed compensation due by the Supplier is 2% per day.
- 9. COLLABORATION – GOOD FAITH – LOYALTY**
9.1 The parties agree to collaborate to the greatest extent possible and in good faith in compliance with the requirements of the order.
9.2 The Supplier or any of its representatives are prohibited from proposing, instigating or procuring or attempting to propose, instigate or procure, at any time whatsoever before or after the order is accepted, and in order to obtain the order or future orders by the means of one or more orders, a direct or indirect personal advantage of any nature whatsoever, whether for personal enrichment or otherwise, for any member of the Client's personnel or one of his/her family members.
- 9.3 Should such a case arise, the Client reserves the right to terminate the order (non-judicial resolution) or to cease any business relationship with the Supplier notwithstanding payment of all damages.
This is a mandatory condition regarding an order.
- 10. RESPONSIBILITY**
The Supplier has an obligation of results, in particular with regard to timelines and compliance.
- 11. PROPERTY**
11.1 The transfer of property occurs upon acceptance and without a reservation of property clause
11.2 With regards to software, the Client is granted a user license with no limitation in time on the entire Belgian territory and throughout the world for internal use and also for its subsidiaries and affiliates. The software includes the capacity for modification and extension to all types of equipment.
11.3 In the event the Deliverables (including but not limited to, radio, audio, video, graphic and photographic artworks, websites, marketing plans, communication plans, architectural or decorative creations, communication items, etc.) can be protected by copyright, the Supplier assigns to the Client all rights, titles and interests on these copyrights, including the right of reproduction, the right of performance and the right of adaptation. This assignment is exclusive and is made without any limitation of length or territory, the Client being free to use the Deliverables for itself or for any third party of its choice. The price of the copyright assignment is included in the price of the Deliverables. Besides, in the event the Deliverables can be protected by industrial property rights (including but not limited to, trademarks, designs, patents, know-how, etc.), these industrial property rights will be the exclusive property of the Client who will be the only one entitled to proceed with the filing, on its own name and at its own costs, of any title he may consider in order to protect these rights, in any territory. Where necessary, the Supplier undertakes to execute any documents and take any further steps that would be required to give full effect to the Client's ownership of the copyrights and industrial property rights on the Deliverables. The Supplier warrants that the copyrights and industrial property rights on the Deliverables do not infringe any third party rights. Consequently, the Supplier will hold harmless the Client in case of any action initiated against it on the grounds that the Client's use of the Deliverables or the use of the Deliverables made by any third party of its choice would allegedly infringe third party intellectual or industrial property rights.
- 12. RÉFÉRENCE**
The Supplier shall not use the Client's name as a commercial reference except upon express and written agreement.
- 13. DOCUMENTATION**
All deliverables must include user and guidance documents in compliance with the regulations.
- 14. CONFIDENTIALITY**
The Client's activities, organization, the order and present contract are confidential for the Supplier and any third party acting on its behalf.
- 15. INSURANCE**
The Supplier must be insured for any financial consequences of civil or contractual liability.
- 16. RÉSOLUTION - TERMINATION**
In cases other than those of immediate contract resolution provided herein, should one of the parties fail to provide its obligations as set forth herein and this failure is not cured for a period of thirty (30) days from the date of delivery of a registered letter with acknowledgement of receipt notifying the breach, the other party may invoke the termination or resolution of the contract without prejudice to any damages.
Should the supplier give notice that it cannot meet the purchase order delivery date deadlines, the Client may cancel the order by simple letter and without incurring any costs.
- 17. REGULATORY AND LEGAL DUTIES**
17.1 In its professional capacity, the Supplier must inform the Client of the existence of laws or regulations which either impose specific formalities on the Client or which must be taken into account in the choice or use of the Services or Goods, specifically in the areas of safety of goods and persons.
17.2 The Supplier must comply with all applicable legislation.
- 18. WARRANTY**
18.1 The Supplier undertakes to take responsibility for any increase in price between the date of the order and the date of delivery, except in the case of a new or supplementary order in writing and signed by the Client.
18.2 The Supplier warrants the compliance of the Deliverables with the order, Specifications, legislation, regulations and standards.
18.3 Notwithstanding the application of the legal warranty regarding hidden defects, the Supplier must correct at its own cost any anomalies in operations and/or performance of the Deliverables for a period of one year from the date of final acceptance of the Deliverables.
18.4 The Supplier confirms that the Deliverables that are subject to intellectual property rights herein are original content or that it has all of the necessary rights to enter into the contract and that nothing shall cause an obstruction to its conclusion. Consequently, the Supplier shall provide a warranty to the Client against any action, complaint or opposition by any person invoking an infringement of an intellectual property right or an act of unfair competition and/or parasitic act and/or an attempt to the life of a person by the passing and/or execution of an order.
- 19. ETHICAL AND PROFESSIONAL STANDARDS**
The Supplier and its employees undertake to respect at all times the statutory and regulatory provisions applicable including those relating to sustainable development and the protection of the environment and the U.S. Foreign Corrupt Practices Act ("FCPA") and the "U.K. Bribery Act" and all other anti-corruption laws including the Belgian anti-corruption laws applicable to private or public companies hereinafter referred to as "The Anti-Corruption laws". Each party may refuse to act in respect of this agreement if it considers in good faith that this would constitute a violation of one of the "Anti-Corruption laws".
Accenture is committed to manage its business in a responsible way that excludes any conduct which is illegal, unethical or fraudulent in nature. Our Suppliers should act in compliance with the professional and ethical standards that are set out in the "Accenture Supplier Standards of Conduct" that require all incidents of an illegal or fraudulent nature which are contrary to our business ethics to be reported immediately. The Supplier will find a copy of the Standards for Supplier Conduct" at http://www.accenture.com/SiteCollectionDocuments/PDF/Accenture_Supplier_Standards_of_Conduct_French_Dec2009.pdf.
- Accenture has established reporting mechanisms and prohibits retaliation or other adverse action for reporting violations of these standards. To report a serious concern, the Service Provider may use the Accenture Business Ethics Line by visiting the encrypted website at <https://businessethicsline.com/accenture> or by calling at +1 312 737 8262, available 24 hours a day, seven days a week (you can reverse the charges). The Service Provider should use the Business Ethics Line only to make a good faith claim and in the scope limitations of the Accenture Business Ethics Line mentioned on encrypted website <https://businessethicsline.com/accenture>. Accenture takes all allegations seriously as long as they are within the scope of the Business Ethics Lines Line only to make a good faith claim. Accenture, both in Belgium and abroad, is resolutely engaged in an ethical approach for

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sustainable development and for social responsibility.

20. ASSIGNMENT - SUBCONTRACTING

The present contract cannot be assigned or subcontracted without the Client's prior written consent.

21. GENERAL PROVISIONS

21.1 Governing Law

This contract is governed by Belgian law.

21.2 Attribution of Competence

In the event of a dispute, competence is explicitly granted to the commercial court of Brussels, notwithstanding the plurality of the defendants or a warranty claim, even for urgent proceedings or protective proceedings, by injunction or by petition.

Executed on: _____, in Belgium,

Company:

Name :

Title :

Signature :