



## General Terms and Conditions

The following General Terms and Conditions apply to the Services provided by Supplier to You, unless otherwise explicitly agreed by the Parties in writing in the Agreement or otherwise after its execution.

### 1. Definitions

In addition to the terms defined elsewhere in the Agreement all capitalized terms have the meaning as set out below in these General Terms and Conditions:

“**Agreement**” means the terms and conditions as agreed and signed by the Parties including all applicable Annexes, all terms and conditions incorporated therein, the Purchase Order, the Documentation provided by Supplier and these General Terms and Conditions, as amended from time to time by the Parties.

“**Affiliate**” means with respect to any Party, any other person directly or indirectly controlling, controlled by or under common control with such relevant Party. For the purposes of this definition, the term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”) as applied to any Party, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Party whether through ownership of voting securities, by contract, or otherwise.

“**Applicable Laws**”, means all applicable federal, regional and local laws, case law, international laws, regulatory constraints and any rule, judgment, court order, instructions or measures of a public or administrative authority, judicial authority or governmental approvals, all legally required consents including, but not limited to, applicable aircraft and aviation laws, anti-corruption laws, anti-terrorism and money laundering laws, economic sanction and anti-boycotting laws, data privacy laws, safety and security laws, staff and labour laws.

“**Aerial Data**” means any information and data captured in accordance with the Agreement, that have not been processed by Supplier, including but not limited to, images, videos, photographs and sensory data, measurements.

“**Business Day**” means a day on which banks are generally open for business in Brussels.

“**Confidential Information**” means any information that is disclosed in writing and is clearly labelled as proprietary, confidential, or with words of similar meaning; (ii) information that is disclosed orally or visually and that is identified as proprietary or confidential at the time of its disclosure; (iii) content of the Agreement, the Services and Deliverables; (iv) any other information that due to its nature or the circumstances of disclosure would reasonably be deemed confidential, and is created and disclosed by the disclosing party to the receiving party before, during or after the Agreement whether of commercial, financial or technical nature, personnel-, subcontractor-, customer-, partner-, supplier-, product- or production-related or otherwise,

samples and information relating to patent applications, process designs, process models, materials and ideas, know how, software, source and object code, maps, photos, photographs, quotations, invoices, files, plans, drawings, personal data, trade secrets, Aerial Data, Documentation, Platform, user identifications, login details, account numbers or passwords.

“**Deliverables**” means all Aerial Data, products, goods, work products, milestones, technologies, original works, documents, information, things, designs, designations, reports, presentations, discoveries, inventions, know-how, data and database whether in computer readable form or otherwise, methods, formulas, tools, computer programs, including source code and any other software or firmware, specifications, materials, algorithms, methods, and any other items to be delivered by the Supplier to You resulting from the performance of Services under the Agreement.

“**Documentation**” means general documentation provided by the Supplier which include information and standard requirements regarding the Services under the Agreement.

“**Fee**” the payments as defined, and structured and agreed by the Parties as set forth in the Agreement.

“**Intellectual Property**” means any and all existing and future, registered or unregistered, intellectual property and proprietary rights, including but not limited to copyrights, patents, utility models, all rights of whatsoever nature in computer software and data, database rights, digital data, trade and service marks, trade names, service and product names, rights in logos and get-up, inventions, Confidential Information, model & design rights, all as well as know-how and trade secret rights, records, documents, papers and all intangible rights, privileges, any other works and applications and all forms of protection of a similar nature or allied to any of the foregoing, in every case in any part of the world and whether or not registered, and including all granted registrations and all applications for registration, all renewals, reversions or extensions, the right to sue for damages for past infringement and all forms of protection of a similar nature which may subsist anywhere in the world. Intellectual Property shall contain any enhancements, customization, modifications, derivative work and new inventions, developments, improvements or updates and upgrades thereof, of any kind.

“**Platform**” means the website made available by Supplier to You for the purpose of the Agreement .

“**Purchase Order**” means an act of entering into a specific transaction for the provision of Services by the Supplier with specific commercial terms as agreed by Parties and subject to the terms and conditions of the Agreement, in the format as



provided by Supplier, either via document, email, on the Platform or in any other way and format the Parties may agree.

“**Services**” shall mean any service offering agreed by the Parties including requested Deliverables pursuant to the Agreement and the Documentation as provided by Supplier to You, including relevant preparations of it and may be specified in further detail in a Purchase Order, a statement of work or any other agreement between the Parties, as the case may be.

“**Site**” the geographical area or premises of which the Aerial Data shall be collected as set forth in the Agreement or as other agreed in writing by the Parties.

“**Taxes**” means any value-added tax (VAT), sales tax, income tax, consumption or withholding tax or any other similar applicable tax, duty, fee, levy or other governmental charge, customs duties and other levies.

## **2. Application**

These General Terms and Conditions apply between the Parties to all present and future Services provided to You under the Agreement and shall govern the Parties’ business relationship, unless otherwise agreed between the Parties in writing in the Agreement or otherwise in writing.

## **3. Services and Deliverables**

3.1. Supplier shall perform the Services and provide the requested Deliverables in accordance with the terms and conditions of the Agreement and these General Terms and Conditions and as otherwise agreed by the Parties in writing.

3.2. Except as an otherwise agreed by the Parties in writing, the Supplier shall be fully responsible for the preparation, planning and provision of Services and provide all expertise, skills, tools, appointment of sufficient and qualified personnel, the resources, facilities, management, labor, equipment used and necessary for the performance of the Services. Supplier shall comply with all Applicable Laws and will check, obtain and comply with applicable legal constraints or consent requirements for carrying out the Services.

3.3. Used and rendered Services which are not disputed or rejected in writing by You within ten (10) Business Day after the Service has been delivered, shall be considered to have been fully accepted. As from such date, Supplier shall no longer be held liable for any deficiencies or lack of conformity.

3.4. You acknowledge that there are circumstances and conditions outside of Supplier’s control, that may inevitably impact the quality or execution of Services by Supplier or lead to the modification and extension of the agreed or committed timelines, such as Force Majeure, weather and meteorological conditions, Site conditions, legal or other restriction from federal, regional or local legislation, case law and instructions or measures of a public or administrative authority, third party permission or in case of technical restrictions, that would cause a risk of damages or hazards to Supplier or third parties. Supplier will promptly notify You and the Parties shall use reasonable efforts to mitigate in good

faith the effect of any impact or delay and discuss alternative solutions and timelines.

## **4. Service Level**

Supplier will use reasonable endeavors to deliver the Services at the time as agreed in the Agreement or as otherwise defined by the Parties in writing. Unless Parties have explicitly agreed in writing on committed Service levels, the agreed timelines are indicative and may be extended by Supplier upon reasonable grounds and prior notice to You. No non-substantial delay from the indicative timelines shall in any event give cause for the cancellation of the Services and shall not give any entitlement to termination of the Agreement or compensation.

## **5. Compensation**

5.1. In consideration of and as a compensation for the agreed Services, Supplier shall be entitled to the Fees as defined, and structured and agreed by the Parties as set forth in the Agreement.

5.2. Unless explicitly stipulated otherwise in writing by the Parties, the standard payment term of thirty (30) days upon invoice date shall apply. Invoices shall be payable by wire transfer to Supplier’s designated bank account as indicated in the Agreement. Invoices may be disputed in good faith by You. Invoices that are not disputed in writing within ten (10) Business Days after their issuing will be considered to have been fully accepted.

5.3. Any overdue undisputed, invoiced Fee shall be subject to an interest of one percent per month or the maximum permissible rate under Applicable Law, whichever is the highest and extra-legal recovery expenses, protest, expenses and legal costs cause by the late payment.

5.4. The Fee does not include any applicable transfer, excise, value-added or similar Taxes or assessments applicable to the Fee, sale, use or delivery of the Services. Such taxes and assessments, if any, shall be added to the invoice and paid by You, unless You provide Supplier with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxes will appear as separate items on the invoice. If mandatory applicable law requires You to withhold any Taxes on payments under the Agreement, the Fee as agreed by the Parties shall be adjusted upwards to reimburse Supplier for such Taxes. You shall notify Supplier in writing and in advance of any withholding tax.

5.5. The Fee may only be revised in mutual agreement by the Parties or where the Agreement so explicitly provides. Supplier is entitled to revise the Fee if You request changes to the Services.

## **6. Purchase Order**

Parties may use Purchase Orders for the provision of Services under the Agreement. In such a case, You will submit to Supplier the Purchase Order. The Supplier shall review the Purchase Order submitted and duly signed by You within due time for acceptance. Supplier may accept such Purchase Order through a documented confirmation without the need of signing it. Without such confirmation the Purchase Order is considered to be void, unless otherwise agreed by the Parties. Each Purchase Order shall be deemed to be a separate



agreement between the Parties, subject to the terms and conditions of the Agreement.

## **7. Cancellation**

7.1. In general, purchased Services shall not be cancelled, except as explicitly agreed by Parties.

7.2. You may without any reason, upon written notice, at no charge and without any liability to Supplier, cancel a) a non-confirmed order for Services, at any time; or b) cancel a confirmed order not later than one (1) month prior the agreed commencement or scheduled start date of the respective Services. In case, You cancel a confirmed Services later than such date, You shall compensate Supplier for all actual and reasonable costs, expenses and losses, incurred by Supplier due to such cancellation, including costs for the preparation of order and engaging of subcontractors, which however may not exceed the Fee payable with respect to the cancelled order and provided that the cancellation by You is not due to or contributed to by any breach of Supplier's obligations under the Agreement. Supplier will always use reasonable efforts to mitigate such related expenses.

## **8. Obligations of the Parties**

8.1. Either Party will allocate and appoint one main point of contact and shall provide for sufficient and qualified personnel to fulfill its obligation under the Agreement.

8.2. Either Party is responsible for all activities conducted by its personnel, employees, agents, subcontractors and Affiliates that they may engage for the performance of Services under the Agreement and their compliance with the Agreement.

8.3. You will provide Supplier with all necessary access and all documents, information, assistance, support and guidelines that are reasonably required for the proper performance of the Services by Supplier. Any changes to the information requested from and provided by You in connection with the Services or any other circumstance having an adverse effect on the Services or obligation under the Agreement including but not limited, with regards to the Site conditions or failures of Supplier shall be promptly notified to Supplier, with all reasonable assistance to avoid the occurrence of, to mitigate and/or to remedy the damages resulting from any (potential) damage event.

8.4. You are not allowed to use the Services in any way that (a) causes, or may cause, damage to the Supplier or third parties or impairment of the availability or accessibility of the Services; or (b) is unlawful, illegal, fraudulent or harmful; or (c) involves any hazardous environments in which the failure could lead to death, personal injury or severe physical or environmental damage.

8.5. All documents, equipment, correspondence, records, specifications, software, models, notes, reports and other assets and documents and copies thereof entrusted to You by the Supplier in the framework of the Services and the Agreement shall be handled by You with the care expected from a reasonably prudent person.

## **9. Additional Platform Conditions**

9.1. For the purpose of the Platform Services, the Supplier hereby grants to You for the term as agreed by the Parties a non-exclusive and non-assignable right to use the Platform in accordance with the Supplier's Documentation, instructions and policies, limited to the extent as defined by the Parties.

9.2. The Platform may only be used by authorized and registered users who have been supplied a user identification and password as generated by the Supplier. You will take all reasonable precautions to avoid unauthorized access to the Platform Services. You may not frame or otherwise re-publish or re-distribute the Platform.

9.3. Unless agreed by Parties in writing or if the enforcement of this provision is prohibited by Applicable Law, You shall not under any circumstances attempt, or knowingly cause or permit others to attempt to modify, adapt, port, merge, decompile, disassemble, reverse engineer, decipher, decrypt or otherwise discover the source code or any other parts of the mechanisms and algorithms used by the Platform nor remove restrictions or create derivative works thereof. You may not alter, modify, adapt, port or merge the Platform or the Data Product or any part thereof.

9.4. The Supplier shall make sure that (a) the Platform will perform and provide the functionalities substantially in accordance with the Supplier's then-current Documentation for the Platform and as agreed in the Agreement; (b) it uses reasonable technics or methods in accordance with applicable industry standards, in order to ensure that the Platform is and will remain free from viruses and other malicious software programs.

9.5. Supplier shall make sure it does not intentionally provide any open source software that is known to be illegal or prohibited or interfere with Your rights. Supplier's Documentation shall provide a list with open source standard software that may be provided in connection with the Platform. For the avoidance of doubt, the Supplier is not a sub licensor of such software. The Supplier refers You to applicable attribution files and license terms disclosures and pertinent terms of the third-party standard software publisher which apply directly to You. However, Parties will ensure their compliance with such relevant licensing terms.

9.6. The Supplier does not warrant or represent that the Platform will be compatible with any application, program or software, except to the extent as provided by the Documentation. Parties acknowledge that complex software will never be wholly free from defects, errors and bugs.

## **10. Warranties**

10.1. Each Party warrants and represents (a) to have the legal right and authority to enter into and perform its obligations under the Agreement; (b) that it has full authority to grant the rights granted to the other Party under the Agreement or with respect to the Sites; (c) to perform its obligation under the Agreement in accordance with all Applicable Laws, required contest, governmental approvals, and the terms and conditions of the Agreement; (d) that the performance of its obligation will not be conducted without any required consent and that the Service are not in any other way invalid, illegal or become unenforceable.



10.2. Supplier warrants that (a) it has all the required skills, capacity, resources, tools and equipment necessary to perform its Services under the Agreement which will be in a loyal, diligent and professional manner, in good faith and consistent with applicable industry standards that may be reasonably expected from a professional person in the same circumstances related to the applicable industry and given technical limitations; (b) all Deliverables will be made available to You without material defects in accordance with the and the Documentations and the Agreement; and (c) it will, at all times, respect all of the applicable obligations or limitations and undertakes to perform with reasonable care and skill in accordance with the Agreement. In the event of a valid warranty claim, the sole recourse consists of re-performance of the Services at the cost of Supplier. In case Supplier determines that the provision of Services under warranty is not be possible, the only compensation by Supplier will be the return of all prepaid Fees on a prorated basis for the unused Services.

10.3. THE WARRANTIES IN THE AGREEMENT ARE YOUR EXCLUSIVE WARRANTIES AND SHALL REPLACE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. SUPPLIER PROVIDES ITS ADVICE IN FORM OF RECOMMENDATIONS. SUPPLIER DOES NOT PROVIDE ANY WARRANTY AS TO QUALITY, SUITABILITY, FEATURES, COMPATIBILITY OF THE SERVICES OTHER THAN AS MENTIONED IN THE AGREEMENT AND ITS DOCUMENTATION. SUPPLIER DOES NOT WARRANT THE CORRECTION OF ALL DEFECTS OR ANY WARRANTY REGARDING THE ERROR-FREE OR UNINTERRUPTED USE OR OPERATION OF ITS SERVICES. SUPPLIER DOES NOT PROVIDE ANY REPRESENTATION OR WARRANTY OR LIABILITY AS TO ANY THIRD-PARTY SOFTWARE. EXCEPT FOR THE EXPRESS WARRANTIES UNDER THIS PROVISION, SUPPLIER MAKES NO FURTHER REPRESENTATION OR OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE PLATFORM'S ACCURACY, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT. THESE WARRANTIES SHALL NOT APPLY TO THE EXTENT THAT YOUR CLAIMS ARE DUE TO ANY CAUSES OR ERRORS RESULTING FROM YOUR FAULT OR IMPROPER USE OF THE SERVICE NOT IN ACCORDANCE WITH THE AGREEMENT, THE DOCUMENTATION OR INSTRUCTIONS OF THE SUPPLIER.

## 11. Ownership

11.1. Nothing contained within the Agreement constitutes a transfer of any preexisting Intellectual Property from one Party to the other Party and each Party acknowledges that no right, entitlement, or interest in the preexisting Intellectual Property of a Party is extended to or conveyed to the other Party, except as expressly stated in the Agreement. Each Party acknowledges that anything created under the Agreement which is a modification, improvement or enhancement to a Party's preexisting Intellectual Property

which cannot be used independently from such Intellectual Property is and will become the property of that Party owning the relevant preexisting Intellectual Property.

11.2. You shall become or remain the exclusive owner of all rights, titles and interests in and to the unprocessed raw Aerial Data including any Intellectual Property, if any. You grant to Supplier a royalty-free, non-exclusive, worldwide, transferable and sub-licensable, perpetual, license to use, duplicate, copy, process, and transmit the Aerial Data for the purposes of the Agreement and for performing, exercising, developing and/or improving Supplier's product and/or services during the Agreement or thereafter.

11.3. Except for the foregoing, Supplier exclusively owns all rights, title and interests in all worldwide Intellectual Property generated or provided in the performance of the Services under the Agreement, in particular with respect to the Platform, the Deliverables and Documentation, the results of Services, either specific to You, Your customers or in general in connection with the Agreement or arising out of the business relationship between the Parties, either during, before or after the termination of the Agreement, which shall at all times solely and exclusively remain or be automatically transferred to Supplier through assignment, entitlement or otherwise, including the entire right, title and interest.

## 12. Confidentially

During the duration of the business relationship between Parties and for a period of five (5) years thereafter, the receiving Party will not use the disclosing Party's Confidential Information without prior written consent of the disclosing Party for any purpose other than for the performance and enforcement of the Agreement and will not use it in any public statements, press release or disclose the disclosing Party's Confidential Information to any third party other than to those of its Affiliates, employees and contractors, professional advisors, lenders, insurers who a) have "need to know" such Confidential Information for a Party's performance and enforcement of the Agreement provided they are subject to written confidentiality obligations no less restrictive than the obligations in the Agreement; and b) may not be a competitor of the disclosing Party. The receiving Party will use the same efforts to protect the confidentiality of the disclosing Party's Confidential Information that it ordinarily uses to protect the confidentiality of its own confidential information of like importance, but in no event less than reasonable efforts. Subject to the foregoing conditions and limitations Supplier may also share anonymized Aerial Data with third parties when participating in industry relevant research and development projects in order to improve its products and services. Trade secrets of a Party shall be subject to the confidentiality obligations of the Agreement at all times so long as the trade secrets remain trade secrets under Applicable Law. A consent of disclosing Party shall not be required for disclosure to the extent required by any Applicable Laws, judicial process or the rules and regulations of any recognized stock exchange, or to any third party to the extent necessary for the resolution of any dispute arising under the Agreement. The receiving Party will immediately



return all Confidential Information to the disclosing Party upon prior written request except for one copy as required by Applicable Law after the termination of the Agreement.

### 13. Limitation of Liability

13.1. Subject to the limitation set forth in this Clause (Limitation of Liability) hereafter, either Party agrees to indemnify the other Party, against all losses, damage, costs or liability, including taxes and social security contributions, interest, penalties, reasonable costs and expenses, which the other Party may incur as a result of an act, omission or breach by that Party of any of its obligations under the Agreement. For the avoidance of doubt, under no circumstance shall a Party be liable to the other Party to the extent the non-performance, damages, liability are due to an act, omission or failure of the other Party or a breach of the other Party's obligations under the Agreement or were caused through circumstances not attributable to that Party's fault.

13.2. The Parties total aggregate liability to the other Party or to any third party, whether in contract (including under any indemnity or warranty), in tort (including negligence), under statute or otherwise, under or in connection with the Agreement shall be limited to the amount of the average recurring yearly Fee as agreed by the Parties.

13.3. Notwithstanding any other provision of the Agreement, neither Party shall be liable vis-à-vis the other Party or to any third party, whether in contract, in tort (including negligence), under a warranty or indemnity, under statute or otherwise, under or in connection with the Agreement for any indirect, punitive, incidental or consequential damages, lost revenue, lost profit, interruption of use, lost data or corrupted data, costs of procurement for substitution of products or services, third party software and claims, provided information, wasted management time, loss of use of computer systems and related equipment, computer failure and malfunctions, downtime costs, however caused, arising out of the Agreement or the termination thereof even if a) the Party has been advised of the possibility of such damages; or b) the damages were foreseeable.

13.4. In case of a loss, destruction or corruption of Aerial Data hosted and stored on the Platform, the Supplier shall only be liable for typical recovery costs and will use its commercially reasonable efforts to restore the lost or corrupted Aerial Data from the last backup available and maintained by the Supplier in accordance with the Supplier's standard archival procedures which shall be Your sole and exclusive remedy and the Supplier's sole liability for such an event.

13.5. The foregoing limitations of liability shall also apply to the personal liability of any officers, employees, proxies, agents, corporate bodies or subcontractors and suppliers of the Parties.

13.6. The provisions of this Clause (Limitation of Liability) shall not apply to the extent restricted or prevented by mandatory Applicable Law that cannot be amended or excluded by contractual waiver such as deliberate acts, fraud, in case of death or personal injury caused by negligence.

13.7. Each Party shall use all reasonable endeavors to mitigate all damages incurred by it as a result of the failure to perform under, or a breach of the Agreement by the other Party.

### 14. Force Majeure

Either Party shall not be liable for any failure to perform if such failure is due to Force Majeure. In case of such a failure, the obligations of that Party shall be suspended to the extent caused by, and for the duration of, a Force Majeure event. The term "Force Majeure" shall mean any circumstances or occurrences, not reasonably foreseeable and not reasonably within the control of the Party claiming Force Majeure, which the Party claiming Force Majeure could not by way of reasonable efforts have overcome and which therefore temporarily or definitively prevents such Party to perform its obligations under the Agreement. Force Majeure includes, without limitation, the following events: natural disasters, nuclear or chemical explosions and their consequences, measures by a public authority, electricity outages, labor disputes and strikes, war, threat of war, invasion, armed conflict, terrorist attacks or revolution, any meteorological circumstances and weather conditions, epidemics and pandemics. Payment obligations can however never be affected by Force Majeure. Upon the occurrence of an event constituting Force Majeure, the Party affected by this event shall notify the other Party within fifteen (15) Business Days after the start of the event constituting Force Majeure, specifying the nature of the Force Majeure, the beginning thereof as well as the estimated duration thereof. The Party affected by Force Majeure shall use its reasonable efforts to a) overcome the situation of Force Majeure; b) mitigate the consequences of Force Majeure for the other Party; and c) resume performance at the end of the Force Majeure situation, unless otherwise agreed between the Parties or unless the Agreement has been terminated in accordance with its terms. Parties shall negotiate in good faith on a solution to overcome the situation of Force Majeure. If the event of Force Majeure continues for more than sixty (60) days after notice of such event of Force Majeure to the other Party and Parties have not reached an agreement on a solution to overcome the situation of Force Majeure, either Party shall be entitled to terminate the Agreement, without court intervention and without any compensation whatsoever being due by that Party towards the other Party.

### 15. Termination and Suspension

15.1. Either Parties may terminate the Agreement for cause at any time, with immediate effect and without liability to the other Party, upon the occurrence of any of the following events:

(a) a material breach of the provisions of the Agreement by the other Party, which, to the extent it can be remedied, has not been remedied within fifteen (15) calendar days following a written notice requesting that such breach be remedied, including but not limited to a) the persistent or consistent failure to provide the agreed Services in accordance with the Agreement; or b) the failure to pay the undisputed overdue invoice in connection with the Agreement;



- (b) willful default and fraud by the other Party;
- (c) bankruptcy, composition with creditors, the appointment of a trustee or the liquidation of or with respect to the other Party or any similar event.

15.2. Subject to the conditions of Clause 14.1, instead of terminating the Agreement for cause, Supplier may, suspend temporarily the Services until the relevant cause is fully remedied.

15.3. Termination of the Agreement for any reason will not affect accrued rights, indemnities, existing commitments until fulfilment or any contractual provision that by their nature are intended to survive termination.

15.4. Unless otherwise agreed, all rights granted to the other Party shall forthwith terminate and immediately revert back to the termination Party and all use shall discontinue. Each Party shall promptly return any property of the other Party upon written request.

15.5. In case of termination of the Agreement for cause, the terminating Party shall be entitled, in addition to any other remedies available to it, to take all necessary steps to collect unpaid amounts, together with all costs, indemnities, compensations, damages, fees and expenses incurred by that Party.

15.6. If the Agreement is terminated by You for cause a prorated refund of the applicable prepaid Fees shall apply with respect to the period of unused Services, it was paid for. In case the termination for cause by You was based only on Supplier's material failure to provide its Services within committed timelines, such refund shall be Your sole and exclusive remedy. In case of a termination for cause by Supplier no refund of such Fees will apply.

## **16. Miscellaneous**

16.1. Each Party hereby grants the right to the other Party to refer to the Party's name, trademarks, service marks, logo, and/or branding in the form as agreed by the Parties and in accordance with the Party's guidelines and instruction on the other Party's webpage, in marketing and publicity materials solely to identify each other as business partners. Any other use requires a prior written approval, which shall not unreasonably be withheld.

16.2. Any communication and document must be given in the English and may be delivered electronically (e.g via email or PDF) to the addresses as agreed or indicated by the Parties. E-signature may be applied to the extent permitted by Applicable Laws. All essential notices required or permitted to be given in writing in accordance with Agreement may be send by email but shall also be submitted by registered mail).

16.3. No failure or delay by any Party in exercising any right or remedy provided by law or pursuant to the Agreement will impair such right or remedy or be construed as a waiver of it and will not preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy will preclude any further exercise of it or the exercise of any other remedy. Any waiver must be in writing.

16.4. No variation and amendment of the Agreement is valid unless it is in writing and signed by each Party. Unless otherwise explicitly agreed otherwise in writing, in the event of contradictions or conflicts between the Agreement, its Annexes and any other terms incorporated into the Agreement the more specific provisions in the Agreement will prevail. For the avoidance of doubt, and unless otherwise explicitly agreed by the Parties the following order of precedence shall apply a) Purchase Order b) the Agreement including its Annexes, or any other terms incorporated therein c) these General Terms and Conditions.

16.5. Neither the Agreement, nor any right or obligation thereunder may be assigned or otherwise transferred in whole or in part to a third person without the prior written consent of the other Party which shall not unreasonably be withheld. Any such attempted assignment or delegation without such consent shall be null, void, and without effect. Such prior consent is not required for the assignment to an Affiliate or funders and lenders by way of a performance security or in case of a merger or acquisition by a third party who is not a competitor of the non-assigning Party. Payment of receivables under the Agreement may be assigned for the purpose of debt collection or factoring without prior consent but require a written notification to the other Party.

16.6. The invalidity or non-applicability of one or more of the provisions or phrases included in the Agreement, does in no way affect the validity of the other conditions. It also does not in any way constitute a reason for termination of the cooperation. The Parties must then use all reasonable endeavors to replace the invalid or non-applicable provision by a valid and applicable substitute provision the effect of which is as close as possible to the intended effect of the invalid or non-applicable provision.

16.7. At all times, Parties shall endeavor in good faith to resolve any dispute arising out the Agreement by amicable solutions. For such purpose, either Party may upon prior written notice within reasonable time request an extraordinary meeting of Parties' relevant management team members, in order to discuss an amicable resolution.

16.8. The Agreement is governed by and must be construed, interpreted in accordance with the laws of Belgium without given effect to the conflict of law principles thereof. The courts of Brussels have exclusive jurisdiction over any dispute, legal action and proceedings arising out of or related to the Agreement, including its termination, which shall be binding and enforceable upon the Parties worldwide. In the event of any proceeding or litigation arising out of the Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party its legal fees, court fees and related costs to the extent and in ratio of its success. Notwithstanding the foregoing, Supplier may bring legal actions against You in the country of incorporation, if it deems necessary for the enforceability of the payments by You under the Agreement.