

# General Terms and Conditions of Purchase

## 1. Applicability

- 1.1. These General Terms and Conditions shall apply to all requests, quotations, orders, agreements and any addition to these agreements for the provision of products and / General Terms and Conditions or services ("Deliverables") by the Supplier for and/or on behalf of Avanade, hereinafter ("Avanade").
- 1.2. General Terms and conditions of the Supplier will not apply, not even in addition of these General Terms and Conditions of Purchase, any applicability is expressly excluded unless otherwise expressly agreed beforehand in writing.

## 2. Order/ Agreement

- 2.1. An Agreement is achieved after a signed written contract and / or Purchase Order (the "Agreement") is received by Avanade.
- 2.2. Changes upon the original Agreement are only valid after expressly written acceptance of Avanade and Supplier. The acceptance of Deliverables or payments by Avanade will not imply recognition of any irregularity.
- 2.3. Supplier may not increase charges without prior written notice at least 60 days before the scheduled increase and a written acceptance thereof from Avanade. Avanade will receive the benefit of a decrease in charges, which becomes due on or after the effective date of the decrease, except in the case of a new or supplementary Agreement in writing and signed by the Avanade.
- 2.4. Nothing shall prevent Avanade from procuring deliverables which are the same as / or similar to the Deliverables as purchased from Supplier, from any third party.

## 3. Performance/ Warranties

- 3.1. The Deliverables, including their packaging, shall conform in all respects with the specifications, other requirements stated in the Agreement, and any additional instructions specified by Avanade.
- 3.2. In respect of the Deliverables, Supplier warrants and undertakes that The Deliverables (a) shall be performed in accordance with best industry standards; (b) have the necessary skill, experience and expertise to provide the Deliverables pursuant to the Agreement; (c) shall direct Supplier's personnel to comply with Avanade's health, safety, and security instructions, when at Avanade's premises; (d) have all necessary consents and licences to perform Supplier's obligations under the Agreement; (e) it is knowledgeable and is and will remain in full compliance with all applicable laws, regulations to which it is or becomes subject including export and import laws, regulations and policies and making all filings and registrations with appropriate governmental bodies and authorisations required to provide the Deliverables; (f) it will comply with all applicable data privacy laws and regulations, will implement and maintain proper technical and other protections for Personal Data (information that may identify an individual) and will cooperate fully with Avanade's requests for access to, correction or destruction of Personal Data in the possession of Supplier; (g) are new and do not contain used or reconditioned parts unless Avanade agrees otherwise in writing.
- 3.3. Application of the legal warranty regarding hidden faults and defects, the Supplier must correct as soon as possible any anomalies in operations and/or performance of the Deliverables for a period of one year from the date of final receipt or after taking into usage.

## 4. Delivery

- 4.1. Unless otherwise expressly agreed, prices shall be based on "Delivery Duty Paid" (DDP) at the location specified by Avanade in accordance with the 2000 Inco terms, including all costs of packaging.
- 4.2. Delivery shall be executed on the agreed delivery date and location. Delivery date is fixed; Supplier is in default without official notice. Delivery is supplied by a delivery note provided by the Supplier indicating, order number and the description of the Deliverables. In the case of non-compliance or anomaly, Avanade may either refuse delivery or receipt.
- 4.3. If the Deliverables do not comply with the warranties, specifications and requirements of the Agreement, Avanade will be entitled to:
  - require, at its discretion, that the Deliverables delivered be repaired or replaced or that missing component be supplied within a reasonable term to be set by Avanade, without prejudice to its other rights by law or by virtue of these General Terms and Conditions.
  - return these Deliverables at expenses of the Supplier or to keep them in its custody until the Supplier has given further instructions how to deal with these Deliverables. Any costs incurred by Avanade in this respect shall be for the Supplier's account. Avanade shall in no event be responsible for keeping the Deliverables in good conditions.
- 4.4. The right of property is transferred upon written receipt from Avanade of the Deliverable and if applicable after written prove of proper installation.
- 4.5. All deliverables must include user and guidance documents in compliance with the regulations.

## 5. Financial Conditions and Invoicing

- 5.1. The prices are set fees excl. VAT and are firm and non-revisable with the exception of potential reductions for "manufacturer" prices to which Avanade is entitled. The prices include all supplies, accessories, services, warranties and assignment of rights.
- 5.2. Invoices are addressed to the Accounts Payable, addressed to the legal entity which placed the Purchase Order.
- 5.3. Invoice contains at a minimum the order number, the description of the Deliverables, the unit price.
- 5.4. Avanade is entitled to postpone and/or reckon up the payment in case of shortcoming of any obligation from the Agreement.
- 5.5. Payments are made within 60 days net after receipt of Supplier's valid invoice. Payment of the invoice will not be deemed acceptance of Deliverable's.

## 6. Intellectual Property Rights

- 6.1. Supplier warrants that Avanade can freely and without restraint use the 'Deliverables and grant Avanade all rights and licences necessary for Avanade to use, transfer, pass through, and sell the products or services specified in the Agreement and to exercise the rights granted under this Agreement.
- 6.2. Supplier agrees to defend, hold harmless and indemnifies Avanade from any claim that Supplier's product or service infringes any intellectual property right or any claim arising from the failure of Supplier to comply with its warranties and or any obligation under the Agreement.
- 6.3. All authors have waived their rights to the products and services to associate with them as authors.

## 7. Liability and Indemnification

- 7.1. Supplier is liable for all damage that arises by fulfilling any obligation from the Agreement.

- 7.2. To the extent permitted by local law in no event will Avanade be liable for any damages, lost revenues, lost profits, incidental, indirect or consequential damages.
- 7.3. The Supplier will and must remain insured for any financial consequence or civil or contractual liability under the Agreement.
- 7.4. Whenever any sum of money is recoverable from, or payable by the Supplier, to Avanade as a result of the operation of the Agreement or any breach by Supplier of the same, such sum may be deducted by Avanade from any sum then due or which at any time thereafter may become due to Supplier under any other future Agreement with Avanade with Supplier.

## 8. Cancellation/Termination

- 8.1. Unabated any further deserved rights of Avanade, Avanade may terminate the Agreement immediately upon written notification, where; (a) Supplier commits a breach of the Agreement, which has not been remedied within thirty (30) days of receipt of written notification of such breach; or (b) Supplier is unable to pay its debts in Avanade's reasonable opinion; or (c) there is a change or control of ownership of Supplier, which Avanade considers to be adverse to Avanade's interests.
- 8.2. In case of cancellation or termination the 'Supplier' will take full responsibility for already delivered Deliverables. These will be readily available on Avanade premises and need to be taken care of by the Supplier.

## 9. Force majeure

- 9.1. Force majeure means the non attributable failure of either party to properly fulfil its obligations. At any rate, failures will be attributed to the Supplier if they are caused by transport problems, illness of personnel, strikes and stagnation in the Supplier's business or in the business of any of its suppliers. Force majeure situations shall be communicated immediately by the affected party. Avanade is entitled to terminate the agreement at no further costs in the event the force majeure extends or is likely to extend beyond thirty (30) days.

## 10. Confidentiality and Publicity

- 10.1. Supplier shall keep the existence, nature and the content of the Agreement as well as any additional business information confidential and not make any reference to the Agreement, its terms, business information, or use Avanade's name, or logo in any public announcements, promotions or any other communication without Avanade's prior written consent.
- 10.2. Avanade agrees that Supplier may use any Confidential Information for the purpose of providing the Deliverables
- 10.3. Upon completion or termination of the Deliverables or request, Supplier shall, within 14 days, deliver to Avanade all confidential information, and all copies thereof, and destroy or erase any confidential information contained in any materials and documentation prepared by or on behalf of Avanade

## 11. Assignment and Subcontracting

- 11.1. Supplier is engaged as independent contractor. Nothing in this Agreement shall be deemed or construed to create a joint venture or partnership.
- 11.2. Supplier may not assign or transfer the Agreement or its rights or obligations without Avanade's prior written consent.
- 11.3. Avanade's rights, benefits and/or obligations under the Agreement may be assigned or novated (as appropriate) to any other member of the Avanade group and or Avanade affiliates.

## 12. Non-Solicitation

- 12.1. Supplier shall not at any time during the term of the Agreement and for a period of six months thereafter, without Avanade's prior written consent, either on its own account or in connection with or on behalf of any other person in competition with Avanade or any third party: directly or indirectly canvass or solicit for itself or any third party the services of any Avanade Personnel; or solicit or encourage Avanade Personnel to leave his/her employment or engagement with Avanade, or recommend any Avanade Personnel to anyone that might result in an approach to Avanade Personnel to leave his/her employment or engagement with Avanade.

## 13. Environmental and Human rights

- 13.1. The Supplier agrees that the Supplier will, on a continuing basis, assess the environmental impact of the Supplier's own business operations, and of Avanade's consumption of the Supplier's Services, and advise Avanade how such impact may be reduced to give effect to the intent of the environment friendly strategy.
- 13.2. The Supplier should respect the fundamental freedom of the individual and human rights. The Supplier must not practice any discrimination in its recruiting policy and process, and should not employ children for any reasons.

## 14. Governing Law and Competent Court

- 14.1. The Agreement and any dispute or matter arising under it shall be governed by the Belgian law and the parties submit to the exclusive jurisdiction of the Belgian courts in Brussels.
- 14.2. The United Nations convention on contracts for the international sale of goods does not apply.

## 15. Code of Business Ethics

- 15.1. Avanade is committed to conducting its business free from unlawful, unethical or fraudulent activity. Supplier representative and/or Contractor hereby understands, represents and agrees that it has read and will act in a manner consistent with the ethical and professional standards of Avanade set forth in the Avanade Code of Business Ethics. A copy of the Avanade Code of Business Ethics can be found at the following address: <http://www.avanade.com/about/invest.aspx>

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## 16. General

- 16.1. No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement shall operate as a waiver of them.
- 16.2. If any part of this Agreement is found by the competent court to be invalid, unlawful or unenforceable then such part will be severed from the remainder of the Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.
- 16.3. Neither this Agreement nor any document referred to in it may be amended or modified in any respect whatsoever except in writing and signed by both parties.

## 17. Data Privacy & Export Compliance

- 17.1. *In no case, each party would use, export or otherwise process any personal data of the other party's employees, except as, and to the sole extent, expressly authorized herein and for the sole purpose of their existing contractual relationship. It is expressly agreed that each party can only use locally contact details of their contact person at the other party. Each party remains fully responsible to comply with their obligations under the applicable data protection laws, including their obligation to duly inform their own employee(s) of said processing*