



1 Definitions

The terms beginning with a capital letter within these General Terms and Conditions, whether they are used in the singular or plural, shall have the meanings given to them below:

"LuxNetwork S.A.": Société Anonyme, whose registered office is located at H2O Building – 33 rue de Gasperich, L-5826 HESPERANGE, Grand-Duchy of Luxembourg;

Incorporated in the Luxembourg Registry of Trade and Companies under number B170964; hereinafter **"LuxNetwork"**.

"Customer": Any legal entity whose actions are predominantly targeted towards its commercial or industrial activity.

Customer and LuxNetwork are collectively referred to as **"Parties"** or individually as a **"Party"**.

"Affiliates": With respect to any Party, any entity that directly or indirectly owns or controls, is owned or controlled, by or is under common ownership or control with the Party. For purposes of this definition, the term "own" means:

- (i) to own equity interest for the equivalent (thereof) of more than fifty percent (50%); or
- (ii) the ability to control or to direct, directly or indirectly, the board, executive body, decision making process or management of an entity by virtue of ownership, right of appointment, right to control election or appointment, voting rights, the ability to control the exercise of voting rights, management agreement or any other agreement.

"Content": any Customer, or Customer users' data, files, documents, used or shared with third parties in connection with the Service.

"Contractual Document": Any contractual document concluded between Customer and LuxNetwork in accordance with Section 2.4, of the provision for Products and/or Services, including, where required, the Contractual Documents referred to in Section 2.2.

"Delivery Date": The actual date on which the described ordered Service or Product on the Order Form is delivered and is made available to Customer by LuxNetwork. The Delivery Date is certified by a Ready For Service Notification

"RFS Notification" for Service or a **"Delivery Note"** for Product.

"LuxNetwork Equipment": The equipment owned or leased by LuxNetwork or its subsidiaries or parent company, affiliates or suppliers.

"LuxNetwork IP Backbone": LuxNetwork Ethernet Network registered under AS 29467.

"Order(s) Form": Order Form or quote of LuxNetwork signed by Customer or purchase order(s) of Customer referring to quote(s) signed by Customer and countersigned by LuxNetwork.

"Product": Any corporeal moveable or immovable asset marketed by LuxNetwork when the sales of such asset is the main object of the concerned Order Form.

"Security Incident": Any actual or attempted hacking, virus attack and/or physical or other attack, as well as any circumstance and/or event likely to have a negative impact on the logical or physical security of LuxNetwork Network and/or LuxNetwork Equipment.

"Service": Any service provided by

LuxNetwork under a Contractual Document.

"Service Level Agreement": Contractual Document that sets forth the provisions of LuxNetwork's Services and service credits offered to Customer in the event of non-compliance with the Service Level Agreement **"SLA"**.

"Working Day or Business Day": Monday to Friday and not including public holidays in the country where the Product(s) and/or Service(s) is being provided.

"Working hours": the hours between 09:00 and 17:00 (local time) on a Working Day or Business Day.

2 Scope

2.1 These Terms and Conditions apply to any Contractual Document expressly referring to them.

2.2 General Terms and Conditions are an integral part of the entire agreement between the Parties. The Contractual Documents drawn up between LuxNetwork and Customer are made in order of precedence and in the event of any contradiction between them, in descending order of precedence:

- * Order Form
- * Service Level Agreement
- * General Terms and Conditions

2.3 In case of any discrepancy or any conflict of interpretation between the Contractual Documents of different types or different precedences, it is expressly agreed between the Parties herein that the provisions of the higher ranked Contractual Document shall prevail. In case of contradiction between the terms of the same type of Contractual Documents, the Contractual Document signed at the latest date shall prevail above all other Contractual Documents.

2.4 A Customer request may only result in a Contractual Document being concluded if:

- (i) Customer has confirmed its full and unconditional acceptance of LuxNetwork's offer;
- (ii) the Parties have signed a formal agreement; or
- (iii) Customer has fully and unconditionally accepted the Products; or
- (iv) The request was made using a LuxNetwork Order Form for the concerned Product(s) and/or Service(s) and Customer fails to reject the commencement of the provision of Service(s) and /or Product(s).

3 Billing: Prices, Invoicing and Payment Terms

3.1 The Contractual Document explicitly mentions the applicable financial conditions.

3.2 Unless otherwise provided for by the law or Order Form or agreed between the Parties in writing, LuxNetwork's prices include all taxes and duties payable in the Grand-Duchy of Luxembourg in respect of the Product(s) and/or Service(s), excluding value added tax at the current rate.

3.3 Any additional costs, of any type whatsoever, that LuxNetwork may incur due to any amendment to an Order Form effected by Customer, including the imposition of requirements not provided for in the Order Form (for example, requirements regarding the qualifications of LuxNetwork staff), shall be borne exclusively by Customer.

3.4 LuxNetwork reserves the right to unilaterally change all or part of the Service(s) and/or Product(s) prices to the extent that such Service(s) and/or Product(s) have not yet been provided and where such change is objectively justified by factors, which shall include but not be restricted to factors beyond the control of LuxNetwork, such as increase(s) in applicable taxes and duties, a rise in the Luxembourg National Consumer Price Index – IPCN – related to the index on the day the Order Form is concluded, regulations in force, or the decision of a competent authority. Customer shall be informed of the change within one (1) month before its entry into force and Customer shall have no right of termination on the grounds of this tariff amendment.

3.5 The increasing Recurring Charges – RC – related to any IPCN change are always based on the following formula:

$$RCn = \left(\left(1 - \frac{Ic}{In} \right) + 1 \right) * RCc$$

RCn = New RC | RCc = Current RC
Ic = Current Index | In = New Index

3.6 Invoicing for Services shall be effective as at the Delivery Date, whether or not Customer elects to activate and utilize the Service(s) on such date.

3.7 All invoices issued by LuxNetwork are binding and deemed valid for accounting purposes between the Parties unless proven otherwise.

3.8 Customer shall pay LuxNetwork the charges specified in all Order Forms. Unless otherwise expressly provided on an Order Form:

- (i) non-recurring charges related to implementation, if any, shall be invoiced. They are due and payable forthwith by Customer;
- (ii) recurring charges shall be invoiced in advance and due and payable within ten (10) days at billing date by Customer (with first month's charges being prorated);
- (iii) all extra costs shall be invoiced and due and payable forthwith by Customer.

3.9 Customer agrees that LuxNetwork may issue electronic bills. LuxNetwork shall send all invoices electronically to an address designated by Customer.

3.10 Unless otherwise stated on the invoice, Customer shall pay all sums due in full and forthwith respectively all sums shall be deemed as due and payable forthwith as of the date of the invoice. Such payment shall be made by bank transfer or by LuxNetwork via SEPA Direct Debit.

3.11 LuxNetwork is entitled to request Customer for a down payment, advance or guarantee, or to agree to staggered payment terms.

LuxNetwork reserves the right to charge back Services which had been performed and had been properly delivered pursuant to Section 3.2 but which have not been billed.

3.12 Customer shall have fifteen (15) days upon reception of notification of a bill to challenge in part or in full, any or all item(s) thereof and provide substantive reasons for such objection. Only in the event of any dispute concerning a part of payment due and payable by Customer, the Parties agree to suspend the payment of such part which



may be in dispute whilst it simultaneously it does not release Customer from its obligation to pay the remaining sum(s) not in dispute. The Parties expressly agree herein that the rendering and/or delivery of services shall not be interrupted due to any payment dispute under this Contract.

3.13 If, by due date, (except with respect to charges then under a reasonable dispute in good faith), LuxNetwork has not received payment of the amounts due and payable, statutory late payment interest will be levied, plus a lump sum fee of forty (40) euros in addition to all other recovery costs over and above the lump sum, incurred as a result of Customer's late payment.

3.14 Notwithstanding the provision contained in Section 3.13, LuxNetwork may, after sending a demand to pay by registered letter with acknowledgment of receipt and after such demand as remained unanswered for eight (8) days, suspend the further provision, delivery and/or execution of Services in full or in part. LuxNetwork shall not be liable in whatsoever nature, kind and/or extend for any loss(es) or damage(s) caused through the suspension of services and within the context of payment dispute stipulated in Section 3.14 herein. In the case of resumption of services, the reconnection costs will be invoiced to Customer.

3.15 Following the expiry of the Initial Service Term in accordance to Section 8.1, LuxNetwork will be entitled to increase the recurring charges for a Service on an annual basis up to 5%. The adjustment shall take effect 30 days from the date following the date that LuxNetwork notifies Customer of the price increase, provided that Customer does not terminate the Service.

4 Provision of Services and/or Products

4.1 LuxNetwork agrees to provide the Products and/or Services with reasonable diligence and skills to Customer in accordance with the terms of the Contractual Documents, with industry standard practices and with the applicable regulations.

4.2 LuxNetwork agrees to obtain all permits, approvals, authorisations, licences and agreements required by the competent authorities or public or regulatory bodies, needed to deliver the Products and/or Services.

4.3 Unless otherwise specified in the Contractual Documents, LuxNetwork is free to choose and/ or amend, at its discretion, the means and methods used to provide the Products and/or Services (including routing, wiring, technical specifications and/or technology used) during the contractual period, particularly in the event of technological developments and/or technical constraints subsequent to the conclusion of the Order Form. LuxNetwork shall make reasonable efforts to limit impacts on the Products and/or Services harmful to Customer.

4.4 LuxNetwork is authorised to use subcontracting, subject to its possible legal obligations, and to the subcontractor providing all necessary guarantees enabling it to meet all of the contractual obligations, which bind LuxNetwork. In spite of using a

subcontractor, LuxNetwork will remain the sole contact person of Customer and will remain responsible for its obligations under the Contractual Documents.

4.5 LuxNetwork agrees to take all reasonable steps to respect the condition of the Customer Network and installations on which it is required to work or carry out an inspection.

4.6 Should LuxNetwork, in the interest of Customer, undertake to provide Products and/or Services other than the Products and/or Services described in the original Order Form, LuxNetwork is nonetheless entitled to invoice such discretionary Products and/or Services to Customer, based on the time spent and the nature of Products and/or Services provided. Those Products and/or Services will be the object of a new Order Form.

4.7 Maintenance

4.7.1 LuxNetwork may perform Scheduled Maintenance on the Services from time-to-time. Customer will be given at least ten (10) calendar days' advance written notice prior to any Scheduled Maintenance.

4.7.2 LuxNetwork may perform emergency maintenance on the Services as it deems necessary, and shall provide Customer with as much advance written notice as may be practicable under such circumstances.

4.8 Customer has the possibility to open a ticket 24/7/365 to a request for assistance or report an inconvenience. In the event of an incident, Customer shall describe the circumstances in which the dysfunction manifested malfunction with sufficient preliminary information in order for LuxNetwork to act accordingly. LuxNetwork considers requests relating to the terms of the agreement. Upon receipt of a report on a malfunction, LuxNetwork shall diagnose the incident and shall take all reasonable measures to resolve it as soon as possible.

5 Obligations of Customer

5.1 Customer agrees to actively cooperate with LuxNetwork and to provide it with all the elements necessary for the proper performance of services covered by the Order Form, including a description of the methods that it normally uses for design, production, realisation and exploitation, without prejudice to the method used by LuxNetwork.

5.2 Customer agrees to use the services of LuxNetwork in accordance with the legal provisions in force, especially those governing electronic commerce, information, the protection of minors, the respect for persons, intellectual property, data encryption, games and competitions.

5.3 Customer will fully cooperate in any investigation regarding any allegedly illegal use of LuxNetwork's facilities or other networks to which access is obtained via the LuxNetwork's Network.

5.4 Customer expressly warrants and represents to LuxNetwork that it holds all permits and licenses required for the performance of their obligations under the Contractual Documents (including the authorisation of the property owner where Customer is the tenant of the property in which the service will be delivered) and it will meet all of its obligations under the

Contractual Documents and any applicable law.

5.5 Customer shall appoint at least one contact person with the skills and authority necessary and sufficient to manage Customer's account, the accreditations of its staff and to ensure that the payment information is valid at all times, to avoid any late payment on its part.

5.6 Customer must ensure the stability of these contact persons and inform LuxNetwork of any changes.

5.7 Subject at all times to Customer's internal security requirements, Customer shall arrange for and timely provide the necessary access to any rights of way, equipment space, conduit, electrical power and environmental conditions which LuxNetwork deems necessary to provide, maintain or remove any LuxNetwork Equipment (if required and ordered by Customer) for any of the Services on all applicable premises without charge or cost to LuxNetwork.

6 Rights of Customer

Customer may

- (i) use the Services for its own internal needs;
- (ii) provide and/or resell the Services to its customers for their needs; and
- (iii) provide and/or resell the Services to resellers of Customer for the needs of the resellers' customers.

7 Property

7.1 As between Customer and LuxNetwork, all title and Intellectual Property Rights in and to the LuxNetwork Technology is owned exclusively by LuxNetwork and its suppliers. Other than as expressly set forth in the Contractual Documents, no license or other rights in or to the LuxNetwork Technology and Intellectual Property Rights thereto are granted to Customer, and all such licenses and rights are hereby expressly reserved.

7.2 Customer must inform LuxNetwork of all damage to LuxNetwork Equipment, as soon as they become, or ought reasonably to have become, aware of it. Should this not be the case, Customer may be held liable for the concerned damage (including the consequences of any further deterioration) by LuxNetwork.

7.3 Customer shall make the LuxNetwork Equipment available to LuxNetwork and return them at its first request for technical or security reasons, in the event of modification and/ or replacement as well as at the end of the Contract. Otherwise LuxNetwork will charge Customer with penalty fees.

7.4 Customer shall not remove marks, logos and/or trade names or any other distinctive signs that may be affixed to the Products, LuxNetwork Equipment.

8 Duration

8.1 Each service shall have its own Service Term. The duration of each Order Form runs from the Delivery Date and for the period specified in the Order Form (the "Initial Service Term").

At the end of the initial Service Term, the Order Form will be automatically renewed for successive periods of twelve (12) months

(each, a "Renewal Service Term"). As use herein, "Service Term" shall mean both the Initial Service Term as well as any Renewal Service Terms for the applicable Service.

8.2 Order Forms for the provision of Products shall end when the Products are provided, unless otherwise provided for in the Order Form.

8.3 Sections 1, 3, 7, 8, 11, 12, 13, 16 and 18 shall remain in force after the end of the Service Term.

9 Amendment during the Service Term

9.1 Notwithstanding Section 3.4, Contractual Documents shall not be amended unilaterally by either Party, any such amendment requiring the written agreement of all Parties.

9.2 If the amendment essentially involves the full or partial deletion of provisions initially featuring in the Order Form, and that Customer is asking for this amendment, Customer must fully indemnify LuxNetwork for any expenses already incurred in the performance of these deleted parts of the Order Form.

10 Suspension and/or Termination of Services

10.1 Customer may elect to terminate any effected Service of Order Form if, for reasons other than an excused Outage, the Service is unavailable for more than 12 consecutive hours in each of 3 consecutive calendar months, or for more than 42 hours in the aggregate in any calendar month. In the described situation, Customer may terminate then the Order Form after giving formal notice describing the precise nature of this failure, duly sent to LuxNetwork by the latter for a period of over one (1) month End of Month from the date of its receipt by LuxNetwork.

10.2 Customer may terminate a Service by giving a six (6) months End of Month prior notice before the scheduled expiration of the Service Term.

10.3 Customer may cancel an Order Form (or portion thereof) prior the RFS Notification upon written notice to LuxNetwork identifying the affected Order Form and Service. If Customer does so, Customer will pay LuxNetwork a cancellation charge equal to the sum of:

- (i) Twelve (12) months' recurring charges for cancelled Service;
- (ii) the non-recurring charges for the cancelled Service; and
- (iii) LuxNetwork's extra costs if any incurred in constructing facilities necessary for Service delivery.

10.4 In case of early termination by LuxNetwork for cause, or by Customer for reason other than cause, Customer shall be obligated to pay any charges accrued but unpaid, reimburse any rebate to which it might have been entitled as of the termination date, plus one hundred percent (100%) of any remaining recurring charges until expiry of the Service Term.

10.5 LuxNetwork shall be entitled to suspend or terminate the Order Form in whole or in part, with reasonable notice to Customer,

without any compensation being due to Customer as a result of such suspension and/or termination, in the following situations:

- (i) if so required by a competent authority, court of law, legislation and/or other regulations;
 - (ii) Should Customer be subject to bankruptcy proceedings, administration or other insolvency or dissolution proceedings or any other proceedings of equivalent effect;
 - (iii) Should the security or integrity of all or part of the LuxNetwork's Network or LuxNetwork Equipment require to do so;
 - (iv) Should LuxNetwork have served prior notice to Customer in order for the latter to comply with legal or contractual requirements or, where applicable, stop any unlawful use of some or all of the Services or to have such use by third parties stopped, insofar as such use has been tolerated or facilitated by Customer, and where Customer has not satisfactorily responded to such formal notice within one (1) month of its being served.
- Any suspension shall remain in place until Customer has proved to LuxNetwork that it has fully complied with its contractual or legal obligations as per 10.5 (iv). Any restoration of the Contractual Documents following any suspension shall take place within the usual time frame, subject to technical limitations and in accordance with the Price List in force at the time of restoration.

In the event of termination and until expiry of the Service Term, Customer shall pay all amounts due forthwith, pursuant to section 10.4., without prejudice to any interest payable by Customer to LuxNetwork, and damages in respect of any prejudice suffered.

10.6 In case of force majeure, any/or all obligations arising from the Contractual Documents shall be suspended, from the date of notification by the Party thus affected, to the other Party for the duration of such of force majeure. Should such an event lasts for a period longer than one (1) month, either Party shall be entitled to terminate the Contractual Documents with a one (1) month prior notice and without compensation or penalty to the other Party. The term "force majeure" means any unforeseeable and unpreventable event beyond the physical and human control of the Parties, such as in particular, disturbances that are not attributable to LuxNetwork; total or partial transport strikes; total or partial strikes at LuxNetwork subcontractors and/or suppliers, floods, explosions or fires; prolonged extreme freezing weather conditions and/or excessive snow; operating or manufacturing accidents at LuxNetwork, its subcontractors or partners; breakdowns and Security Incidents that are not attributable to LuxNetwork, and any other event generally recognised as force majeure by a court of law.

11 Limitation of liability

11.1 Customer shall raise and formally inform LuxNetwork of any apparent non-conformity of the Products and/or Services within fifteen (15) Days from the date of the said non-conformity or fifteen (15) Days after the Delivery Date for Services. On expiration of the said fifteen (15) days, Customer's rights to pursue any claims based on the non-conformity of the Products and/or Services

shall have expired.

11.2 Unless otherwise specified in the Contractual Documents and except in cases of gross negligence or wilful misconduct by LuxNetwork, the latter shall only be liable for a non-conformity occurring after the period specified in Section 11.1 if:

- (i) Customer has notified LuxNetwork of the non-conformity within one (1) month of Customer having identified it respectively it having been reasonably able to identify it, and no later than six (6) months after the Delivery Date.
- (ii) Customer can prove that LuxNetwork was aware of or ought reasonably to have been aware of the non-conformity in question at the time of provision of Products, or in the case of the provision of Services, after the Delivery Date.

11.3 Unless otherwise provided by law or Contractual Documents, it shall be at the entire discretion of LuxNetwork to decide on the solution to be implemented to remedy any non-conformity identified, including, if necessary, replacement of some or all of the LuxNetwork Equipment that is at least equivalent and in proper working order. This decision shall then be the only remedy for Customer and shall exclude all other forms of compensation, including financial.

11.4 In any event, LuxNetwork shall not be liable for:

- (i) non-conformities and any resultant consequences that may have been caused by Customer, directly or indirectly.
- (ii) Used Products, which have been sold as such and the condition of which is deemed to be known by Customer.

11.5 Unless otherwise specified in the Contractual Documents, the Parties' liability is limited but not restricted to:

- (i) foreseeable, direct, personal and certain damage, to the complete and express exclusion of all indirect or immaterial damage and/or any loss of turnover, clientele or contracts, any staff costs and/ or any deterioration or distortion of data;
- (ii) a total amount equal to the amounts actually paid by Customer to LuxNetwork under the Contractual Documents during the twelve (12) months prior to the event giving rise to liability. Should Services have been delivered and accepted less than twelve (12) months prior to the date when liability arose, liability shall not exceed an amount equal to an estimation of twelve (12) months' recurring charges.

11.6 Except in the case of gross negligence and/or willful misconduct attributable to LuxNetwork, the latter explicitly rejects any liability for any damage or loss:

- (i) not directly attributable to it, so that that its joint liability with other debtors is excluded; or
- (ii) resulting from the nature or content of communications, messages or information to or from Customer, transmitted via or stored on the LuxNetwork Network or on a LuxNetwork Equipment; or
- (iii) resulting from Customer's failure to comply with any of the provisions of Sections 5 and/or 15; or
- (iv) resulting directly or indirectly from an offence (including any IT offence) committed by Customer or a third party in Luxembourg or abroad; or



(v) the cause of which is mainly attributed to Customer, its employees or agents, including damage due to incompatibility of Customer Network and/or installations with some or all of the Products and/or Services concerned; or (vi) arising from the use by Customer of some or all of the Products and/or Services in a manner and/ or for a purpose that does not correspond to and/or which is not expressly authorised in the Contractual Documents; or (vii) arising mainly from a cause not attributable to LuxNetwork, including those resulting from a force majeure within the meaning of Section 10.6.

12 Confidentiality – Data Protection

12.1 Under no circumstances shall Confidential Information be disclosed to staff, subcontractors, subsidiaries and/or parent company of the receiving Party except if required for access of performance of the Contractual Documents. In all other cases prior written consent of the Party disclosing the Confidential Information is required.

12.2 Disclosure of Confidential Information to the receiving Party does not grant the latter any right of whatsoever kind to such Confidential Information.

The receiving Party may be required to provide and/or to grant access to Confidential Information in order to comply with applicable laws or court orders or the orders of a competent authority. In such cases it shall restrict such access only to the confidential information it is required to disclose for such purpose, clearly specifying its confidential nature and informing the other Party without delay, to the extent required or authorised by law.

12.3 Personal Data submitted under an Order Form or collected during its execution shall be processed by LuxNetwork, as the Personal Data controller, in accordance with the laws and regulations in force.

12.4 The execution or performance of the Order Form cannot be guaranteed in the event of any inaccuracies in or deletion of personal Data provided by Customer.

12.5 Each Party shall respect any obligations pursuant to personal data law applicable to it, such as the European General Data Protection Regulation GDPR "EU GDPR" 2016/679 from 25 May 2018. If Customer's Content is subject to EU GDPR and is processed by LuxNetwork as subcontractor on Customer's behalf (in its capacity as data controller), LuxNetwork will use and process the Content in order to provide the Services and fulfil its obligations under the Contractual Document. Notwithstanding anything to the contrary, this section expresses the entirety of LuxNetwork's obligations with respect to Customer's Content.

13 Risk

13.1 Product risks are transferred once the Product has been delivered by LuxNetwork itself to Customer or to Customer's commissioned carrier.

13.2 Each Party hereby expressly guarantees that any or all risks and/or liabilities being the subject of this contract are covered by an appropriate insurance policy.

14 Security

14.1 Without prejudice to Section 5, Customer shall take all necessary precautionary measures and/or steps to secure the full protection against any/all Security Incidents.

14.2 In the event of a Security Incident or a threat or imminent risk of such an incident, Customer shall notify LuxNetwork forthwith.

14.3 If a Security Incident occurs or is likely to occur, LuxNetwork may take all necessary measures, including suspending performance of the Order Form within the meaning of Section 11.4, and shall inform Customer accordingly in a timely manner.

15 Transfer of Contractual Documents

15.1 Without prejudice to Section 4.4, neither Party may transfer any or all of its rights and obligations to another person without the prior written consent of the other Party.

15.2 Customer's consent is not required, however Customer will be informed, if LuxNetwork transfers some or all of its rights and/or obligations to a LuxNetwork Subsidiary or parent company inside the European Union and/or the European Economic Area.

15.3 In the event that a transfer occurs outside the EU or EEA, LuxNetwork will apply for an agreement on behalf Customer.

16 Final provision

Should one or more provisions of any Contractual Document be deemed null and/or void, unwritten, invalid, unenforceable, illegal and/or inapplicable, the remaining provisions remain wholly untouched any such voidability, invalidity, unenforceability, illegality and/or inapplicability. The Parties undertake to amend the Contractual Document in good faith and in a timely manner, in order to achieve the results originally agreed by the Parties.

17 Press Release – Marketing

Each Party, its Affiliates, shall obtain the prior written consent of the other Party, which may not be unreasonably denied, before using the name and logo of the other Party. The same applies to the marketing documents and press releases.

18 Notification

18.1 Unless otherwise specified in the Contractual Documents, any formal notification relating to them shall be given in writing to the other Party and sent by registered letter or express mail.

18.2 Customer may be notified of any Contractual Document amendments referred to in Sections 3.4, 3.15 or of bills by any appropriate means.

18.3 Any notification directly or indirectly intended to terminate or suspend an Order Form (even partially) may only be given by registered letter with acknowledgement of receipt.

19 Relationship between the Parties

19.1 These General Terms and Conditions

constitute the entire agreement between the Parties hereby supersede any other previous agreements, amendments or understandings relating to its subject matter and accordingly also does not confer any rights, duties and/or obligations to any third party.

19.2 All the Contractual Documents in force shall not constitute or be deemed to constitute any partnership, association, joint-venture, labor relations, franchises or mandate or either co-operative entity between the Parties.

20 Applicable Law and Settlement of Disputes

Luxembourgish law governs the contractual relations between the Parties. Any disputes, which may arise between the Parties, concerning the performance and/or interpretation of the Contractual Documents, will be brought, in the absence of agreement of the Parties, before the Commercial Court of Luxembourg City.

21 Indemnification

Each Party shall indemnify, defend and hold harmless the other Party, its directors, officers, employees, agents and successors from all damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements, sustained in any action commenced by any third party in connection with the indemnifying Party's performance of, or failure to perform, its obligations and duties under the Contractual Documents in force except for those damages, costs, expenses and liabilities arising from the negligence or wilful misconduct of the indemnified Party.

22 Anti-Bribery

Each Party shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (hereafter Anti-Bribery Law) and shall not engage in any activity, practice or conduct which would constitute a violation of any such laws, statutes, regulations and codes. Each Party shall guarantee it and its employees, agents, contractors and representatives will not accept, directly or indirectly, any money, gift or other benefit offered to it or them by any third party in connection with the provision of Services in violation of any applicable Anti-Bribery Laws. Each Party shall forthwith disclose to the other Party the existence of any such offer in violation of the Anti-Bribery Laws and all information relating to thereto.

23 Electronic Signature

All the Contractual Documents may be signed using electronic signature software, compliant with the EU Standards eIDAS. Between the Parties, this electronic signature has the same legal significance as a handwritten signature.

