

GOPA.com.



General Terms and Conditions of purchase

CONTENTS

1. Object	2
2. The formation of the contract	2
3. Price	2
4. Execution of the order	2
5. Deadline	3
6. Payments	3
7. Intellectual Property Rights	3
8. Guarantees and insurance	4
9. GDPR Compliance	4
10. Confidentiality	5
11. Severability clause	5
12. Miscellaneous Provisions	6
13. Applicable law and Jurisdiction	6

1. Object

These general terms and conditions of purchase apply by default to any order made by GOPA COM. with its Contractors, whether regular or occasional, and this regardless of the subject of the order, subject to specific and contrary provisions that have been expressly approved beforehand by GOPA COM. The enforcement of these general terms and conditions of purchase may under no circumstances be excluded by the Contractor's general terms and conditions of sale, which are in no way enforceable against GOPA COM.

GOPA COM. will reject any invoice that refers to contractual terms and conditions other than those agreed by the parties, or applicable by default under this provision.

2. The formation of the contract

Orders from GOPA COM. are only binding if they are based on a previously accepted quotation and confirmed by a GOPA COM manager who is empowered to make binding agreements on behalf of the company. Unless a shorter period is stipulated in the confirmation, GOPA COM. orders must be formally accepted by the Contractor within 15 days of being sent. After this period, the order shall be considered null and void and GOPA COM. may waive it without the Contractor being entitled to claim damages.

GOPA COM. may modify its order during execution. If the requested amendment involves an increase in the price or the initial timeframe, a new quotation must be submitted to GOPA COM for approval. All notifications or acceptances required by this provision or by the other provisions of these general terms and conditions of purchase may be made by simple e-mail, provided that they contain a signature allowing their sender to be identified with certainty.

3. Price

Unless otherwise specified, the Contractor's prices cover all costs related to the services or supplies ordered. The prices indicated in the quotation by GOPA COM may under no circumstances be increased or indexed during the term of the contract, without the prior and express agreement of GOPA COM.

4. Execution of the order

The Contractor guarantees to have the professional competences and qualifications, as well as the logistical and human resources, necessary to carry out the services ordered from him in accordance with the rules of business.

GOPA COM. is entitled to refuse the delivery of any service or supply that does not strictly comply with the purpose of the order. GOPA COM. shall under no circumstances be obliged to accept a partial delivery.

No printing work may be carried out by the Contractor without the prior approval by GOPA COM. of a print order containing the specifications of the publication.

Unless a more binding deadline is agreed by mutual agreement, GOPA COM. has 8 calendar days to approve or reject the service or supply delivered.

Unless otherwise specified in the purchase order, the ordered supplies must be delivered to the headquarters of GOPA COM, at the Contractor's expense. Delivery shall always take place at the Contractor's risk.

5. Deadline

The agreed deadlines for the execution of the order are mandatory. In the event of non-compliance with these, GOPA COM. shall have the right to renounce the order and obtain reimbursement of any advance payments received by the Contractor, without prejudice to any other damages.

6. Payments

Unless otherwise specified, Contractor's invoices are payable at 30 days at the end of the month. GOPA COM. may make payment of the Contractor's invoice subject to the prior production of a copy of the related purchase order or any other document in lieu. In the event of default by the Contractor or total or partial non-fulfilment of the current order, GOPA COM. is entitled to suspend payment of any due invoice even if it does not relate to the order in question.

7. Intellectual Property Rights

Unless otherwise provided, the Contractor irrevocably transfers to GOPA COM, all copyright, related rights and other intellectual property rights relating to the works or services covered by the order, without additional remuneration. This assignment is granted on exclusive terms, applies worldwide, for all languages and for the entire duration of the transferred rights. It covers all known or hitherto unknown modes of operation. The Contractor warrants that it is the owner of the assigned rights, and will ensure that it obtains the necessary authorizations or assignments from its employees, subcontractors or any other person who may claim rights in the works or services concerned.

The Contractor shall also ensure that he has obtained the consent of extras, whether professional or not, represented or identifiable in the photos or other publications ordered by GOPA COM.

The Contractor shall ensure GOPA COM. against any claim by a third party based on an image right or intellectual property right that may hinder, at least partially, the free and full enjoyment by GOPA COM. or its customers of the services or equipment delivered.

The Contractor waives, both in its own name and in the name of the persons for whom it is responsible and who have contributed to the work or service ordered, to be listed as author or interpreter in the final publication delivered to GOPA COM. He also waives his right to object to any modification or adaptation required by the client or justified by the utilitarian nature of the services or works ordered.

8. Guarantees and insurance

The Contractor guarantees to GOPA COM. that it has taken out insurance to cover its civil and professional liability.

In the event of the provision of electronic or digital services, the Contractor shall be required to obtain, where applicable, additional coverage for the specific risks related to the loss of data hosted by it and entrusted to it by GOPA COM. or its clients as part of its contractual missions.

Regardless of any prejudice on the part of GOPA COM. or its customers, GOPA COM. may terminate the current order at any time and without compensation if the Contractor does not comply with the requirements referred to in this provision or the usual rules of his profession.

In order to guarantee impeccable service to the customer, GOPA COM. reserves the right to have an audit carried out at regular intervals and at most twice a year, within the Contractor's company, in order to ensure that the Contractor scrupulously complies with the safety or quality rules assigned to it under these general conditions, the provisions of the specifications or the regulations in force.

9. GDPR Compliance

Unless otherwise specified, the Contractor who processes personal data on behalf of GOPA COM. or its customers is a subcontractor while GOPA COM. is the controller.

In this context, the Contractor undertakes to comply with the provisions of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, known as the "General Data Protection Regulation (GDPR)", and with the relevant Belgian legislation.

In this way, the Contractor guarantees that it has collected the personal data of the persons concerned in a lawful manner and in accordance with GDPR regulation. It guarantees that it has received the consent of the data subjects for the processing of their personal data where consent is required.

It also guarantees to take all appropriate technical and organisational measures to avoid any risk of loss, damage, misappropriation or unauthorised access to the processed data at the request of GOPA COM. or the end customer.

The Contractor's obligations as a subcontractor in respect of personal data will also be detailed in a specific Data Processing Agreement, as provided for in Article 28 GDPR.

10. Confidentiality

The information of any nature whatsoever communicated by GOPA COM. to the Contractor at the time of the order is confidential. The Contractor shall refrain from making any use of it other than that agreed at the time of the order, or from communicating this information to third parties without the prior written consent of GOPA COM.

At the end of the contract, the Contractor shall return all documents, mock-ups, diagrams or any other preparatory design material received from GOPA COM. for the purpose of executing the order. Under no circumstances may it make a copy of this material or exploit it in any form. If data relating to the final Customer's products or prospects and customers have been entrusted to it by GOPA COM. or by the final Customer, the Contractor undertakes, once its mission has been completed, to return them to GOPA COM. at its first request and to remove any copies of them from its servers or from any other medium on which it has stored them.

11. Severability clause

If one or more provisions of these terms and conditions or any of the Annexes is found to be invalid, illegal or unenforceable (in whole or in part), the remainder of these terms and conditions or Annexes shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed.

In this case, the Parties agree in good faith on negotiating a new provision which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).

12. Miscellaneous Provisions

12.1. The Contractor may not subcontract any part of the tasks in this Order Form without GOPA Com.'s prior explicit approval in writing.

12.2. The Parties shall act vis-à-vis third parties as independent parties.

12.3. These terms and conditions, order form and annexes may only be amended in writing, upon mutual agreement. This also applies to changing this clause.

12.4. Each party hereunder shall be individually and severally, and not jointly liable.

13. Applicable law and Jurisdiction

All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of these terms and conditions, order form and annexes shall be governed by and construed in accordance with Belgian law.

Any dispute concerning the validity, interpretation, enforcement, performance or termination of these terms and conditions, order form and annexes shall be submitted to the exclusive jurisdiction of courts and tribunals of the Brussels judicial district.

GOPAcom. \ BRIDGING EUROPEANS \

Woluwe Gate \ Boulevard de la Woluwe 2 \ B-1150 \ Brussels \ Belgium

www.gopacom.eu

