



- 1Object
- 1.1Conditions. These general terms and conditions of sale (the "Terms") apply to all supplies of goods, services and works (the "Goods", "Services" and "Works") by ISS Facility Services NV and its subsidiaries ("ISS") to the customer (the "Customer"). The Customer accepts the Terms by the mere fact of ordering and paying an invoice. Other general or special terms and conditions of the Customer are not applicable and not binding on ISS. Deviation from these Terms may only be made by a written and signed agreement (the "Agreement") between ISS and the Customer (individually a "Party", collectively the "Parties").
- 1.2Precedence. In the event of any ambiguity, inconsistency or contradiction between the provisions contained in any document forming part of the Agreement, the following order of precedence shall prevail : 1. the Agreement; 2. the ISS quotation or statement of work; 3. any subsequent work order that the Parties may agree upon that describes additional Services to be provided by ISS to the Customer; 4. these Terms and Conditions.
- 2Quotation
- 2.1Validity. ISS' quotations are generally valid for 1 (one) month, unless the quotation states a different period.
- 2.2Rectification. ISS can always correct the quotation retroactively in case of a material error or in case the information given by the Customer, on the basis of which the quotation was made, is incorrect or incomplete.
- 3Price
- 3.1Price. The prices for the Goods, Services or Works of ISS are set out in the quotation, the Agreement or, where applicable, the subsequent work orders. These include wages, fringe benefits, social security contributions, training, other costs and premiums, products, equipment, costs of subcontractors, inspection work and general costs, as applicable on the date of the quotation at ISS.
The prices will automatically and proportionally be adjusted without prior notice in the event of changes in the parameters representing the actual costs, including the hourly rates for employees as determined in the applicable Joint Committee. In addition, ISS shall have the right to unilaterally and proportionally increase the relevant part of the price in the event of an increase in one or more objective factors determining the price, including but not limited to legislative, regulatory or administrative changes, changes in levies and taxes imposed by domestic or foreign authorities, changes in transport and distribution tariffs of network operators, changes in raw material prices and energy costs, and changes in the prices of suppliers and subcontractors, which have an impact on the prices of ISS and which are substantiated by ISS with relevant and verifiable elements.
In the event of a sudden change in circumstances that was unforeseeable at the time of the conclusion of the contract and that results in a heavier burden on the performance of ISS's obligations because the cost of performance has increased or the value of the counter-performance has decreased, and which is not absorbed by the indexation and the price adjustment above, the Parties shall, at the request of either of them, meet to agree on a reasonable adjustment of the price. If the Parties fail to reach agreement within thirty (30) calendar days from the moment the request for price adjustment was made, either Party shall have the right to terminate the agreement by registered letter, subject to a notice period of three (3) months starting from receipt of the registered letter. In such case, the Customer shall be obliged to compensate ISS for the investments specifically made by ISS for the Customer.
- 3.2VAT. VAT is always at the Customer's expense.
- 3.3Additional costs. Prices do not include garbage collection and provision of consumables for sanitary areas, unless otherwise agreed in writing.
The Customer bears all costs for electricity, heating, water and wastewater disposal. Specific costs of ISS audits, benchmarking or special reports that would be requested from ISS regarding ESG and compliance are not included in these prices and will be charged separately.
If ISS has to suspend its performance due to a condition at the Customer that prevents it from providing its services (e.g., lack of work, temporary closure of offices/plant by the Customer), ISS may bill the Customer for any cost it incurs as a result (e.g., the mandatory work week for economic unemployment, rent, machinery, leases, depreciation), plus 5% of the rate of the unperformed hours as compensation for administrative costs. The Customer will inform ISS, at least 10 (ten) days in advance by registered letter, of future suspensions and reactivations so that ISS can take the necessary measures to reduce costs. Failing this, any cost incurred by ISS as a result will be invoiced to the Customer.
In the event the scope of the Services decreases such that an ISS employee must be laid off due to redundancy, the Customer shall indemnify ISS against any losses that ISS may suffer or incur as a result of or in connection with the termination of such employee's employment.
ISS may pass on to Customer the additional cost resulting from schedule deviations at Customer's request.
Cleaning and maintenance of everything higher than 1.80 metres, ceilings and ceiling grilles, and (in the case of Catering services) daily restaurant cleaning are not included in the price, unless agreed otherwise in writing. At the Customer's request, ISS may clean areas above 1.80 metres in height for an additional fee to be agreed, provided that the safety of ISS employees can be guaranteed.
- 4Delivery of Services
- 4.1Services. ISS will deliver the Services as described in its quotation as well as any other Service that Customer would request and that was agreed upon in a work order.
- 4.2Effort commitments. The commitments made by ISS are best efforts commitments.
- 4.3Access. The Customer gives ISS access to the place of service. As part of this, the Customer gives ISS access to utilities and necessary technical installations and equipment (water, electricity, Wi-Fi, etc.), parking at its premises, a lockable room as a checkroom and for the storage of materials and products. Customer does not turn off air conditioning or heating. The Customer also gives ISS access to its personnel facilities, such as shower room and cafeteria, at the same conditions as to its own personnel.
- 4.4Storage of ISS material. The Customer provides a secure environment and safe storage facility for ISS material. The Customer has no right of property, retention or use on the material stored by ISS or on behalf of ISS at the place of service. The Customer shall always and immediately give ISS the ability to remove its material from the place of service. Customer warrants that it will not be seized, disposed of, pledged, assigned, otherwise encumbered or used by third parties, and is liable for all damage to and disposition of ISS material at the place of service. Customer shall make all efforts useful to protect the rights of ISS and the owner (such as immediately notifying third parties of the ownership status and notifying ISS in the event of a threat to its property rights).
- 4.5Permits. The Customer shall bear the cost of all required permissions and permits relating to the place of service. ISS has no responsibility in this regard.
- 4.6Specific provisions for Catering services
- 4.6.1ISS shall have the right to close the kitchen and not provide the Services if it is expected or foreseeable that, due to the limited presence of the Customer's personnel, little or no consumption will take place and it would therefore not be economically viable for ISS to staff the kitchen and purchase or prepare food. In such case, ISS shall notify the Customer at least two (2) weeks in advance so that the Customer can inform its personnel.
- 4.6.2The Customer undertakes to provide (at its own expense) the following:
 - request authorisation from the Federal Agency for the Safety of the Food Chain (FASFC) to establish a company restaurant. This request must be made using the model application form available on the website www.afsca.be and must be submitted to the head of the provincial control unit of the FASFC where the activity is carried out.
 - communicate to ISS, before 1 January of each year, the closing days for the upcoming year.
 - provide the necessary premises, ensure sufficient space for the kitchen, refrigerator and storage areas, and ensure their technical maintenance. The premises must comply with the current European legislation on the hygiene of large-scale kitchens. Incoming or outgoing transport of raw materials, foodstuffs and finished products must be easily possible using roll containers or pallets. The Customer undertakes to provide a robust storage space where preparations and foodstuffs can be stored and which is made available exclusively to ISS.
 - take out fire insurance for the premises made available to ISS, with waiver of recourse by the insurers against ISS.
 - make available the equipment necessary for the delivery of a quality service: combination cookers, cutters, industrial boilers, tableware, glassware, etc. The Customer shall also provide linen and paper tablecloths and napkins, and shall bear the costs for replacing porcelain, cutlery, glasses, small kitchen equipment and trays. With regard to installed vending machines, the Customer undertakes to assume full responsibility for all damage caused to the machines or their contents, regardless of the cause (theft, vandalism, etc.), and undertakes to take out adequate insurance for this purpose.
 - make all waste containers available and have them removed by a specialised company.
 - provide the necessary telephone and internet connections to ISS, which undertakes to use them solely in the context of its Services.
 - take care of the cleaning and maintenance of the extractor hood ducts, the motor unit and the exhaust ducts. Ensure maintenance of the central heating and air conditioning, as well as the technical maintenance of the premises, and carry out the cleaning and maintenance of everything higher than 1.80 metres, ceilings and ceiling grilles, as well as the daily cleaning of the restaurant.
 - provide and bear all costs for electricity, heating, water and wastewater disposal.
 - indemnify ISS against any damage resulting from a malfunction of the cooling system.
 - enter into a preventive maintenance contract for the extermination of pests and insects.
- 4.6.3If ISS installs automatic vending machines, the following provisions shall apply:
 - With regard to the purchase and storage of drinks, products and foodstuffs:
 - ISS shall purchase these products in its own name and for its own account, meaning that the stock of drinks, products, foodstuffs and packaging shall remain its property. Suppliers shall invoice ISS directly.
 - ISS shall store the goods at its own risk in a secured warehouse or room made available by the Customer. This space must be locked or equipped with an access badge to prevent theft. From the moment the goods (products, drinks and foodstuffs) are stored at this location, the Customer shall be responsible for any damage to the warehouse and for any loss of goods resulting from a defect in the refrigerators or freezers, such as a power outage or temperature change, or resulting from theft. To prevent theft of money or goods from the inventory, the personnel of ISS and the Customer must follow the receipt and inventory procedures for vending machines. Provided that these procedures are respected by its personnel, ISS shall not be responsible in the event of theft of money or goods from stock.
 - ISS personnel shall replenish the vending machines with products, drinks and foodstuffs purchased by ISS from its network of approved suppliers.
 - Cleaning of the vending machines shall be the responsibility of the Customer.
 - Collection of the revenues from the vending machines shall be carried out by ISS.
 - Unless expressly prohibited by the Customer, ISS may place its own brands, signs and other indicative marks and/or the brands of its suppliers on the vending machines.
 - The invoiced quantities shall always correspond to the quantities used to prepare the credit note. Quantities shall be invoiced on the basis of the meter reading at the end of the month. The Customer expressly acknowledges that the automatic distribution activity and the sale of products, drinks and foodstuffs in this context are entrusted exclusively to ISS. ISS requests that the Customer only provide machines that allow or accept electronic or card payments; cash payments are excluded. The Customer guarantees a stable and good-quality internet/Wi-Fi connection to enable electronic payments.
- 5Delivery of goods
- 5.1Transfer of property right. In case of sale of Goods, ISS transfers the risk to the Customer at the time of their delivery to the Customer, its carrier, ... The right of property is transferred to the Customer after it has fulfilled all its obligations, including payment of costs, fees and penalties. The Customer can therefore in no way dispose of the Goods that have not yet been paid for in full. He may not make them available to third parties, give them in (sub)pawn or transfer property.
- 5.2Product guarantee. ISS only provides a warranty on Goods sold. It amounts to 1 (one) year. The warranty only applies if there is no indication that the defect is the result of an external cause (e.g. an act of third parties, misuse by the Customer, force majeure). The presence of a defect is assessed on the basis of the contractual commitments, the current state of the art and current professional standards. Is therefore not in itself a defect: the unsuitability of the goods for the purpose for which they are intended or purchased. Visible defects that were not reported in writing at the time of delivery or hidden defects that were not reported in writing immediately upon their discovery will not be reimbursed.
- 6Delivery terms.
- 6.1Deadlines. The Works, Services and/or Goods shall be performed/delivered at times and according to the schedule mutually agreed upon. The delivery dates and planning are always indicative. They are provided as an indication and can never give rise to cancellation of the agreement or order. The Customer shall not be entitled to any compensation that might arise from their non-compliance, unless otherwise agreed in writing.
- 7Invoice and payment
- 7.1Shipment. ISS invoices shall be sent exclusively in electronic form via the Peppol network, in accordance with the applicable legal provisions and the European standard EN 16931. The Customer undertakes to take the necessary technical and organisational measures to be able to receive electronic invoices via Peppol. ISS invoices shall, unless proven otherwise, be deemed to have been received on the date of transmission via Peppol.
- 7.2Dispute. Any dispute regarding the invoice must be notified by registered letter within 15 (fifteen) calendar days from the invoice date. This period is an expiry period. This means that the Customer cannot dispute the invoice after this period.
- 7.3Payment. All ISS invoices are payable to the notified bank account within 30 days after the invoice date, unless otherwise agreed in writing. The invoice is considered paid when the full amount is in ISS's bank account.
- 7.4Late or non-payment of the invoice. In case the Customer has not paid 1 (one) invoice on the due date, all other invoices become immediately due and payable in full. At that time, all credit terms shall also expire. In case of non-payment on the due date, ISS may increase the invoice amount with a compensation for extrajudicial costs. These damages amount to 12% (twelve percent) of the amount due, with a minimum of EUR 125 (one hundred and twenty-five). In addition, ISS may charge a default interest of 1% (one) per started month from the due date of the invoice. If the interest rate provided for in Article 5 of the Law of 2 August 2002 (or regulations replacing it) is higher, this interest rate will be applied. Compensation and default interest shall be due without notice.
- 7.5Assignment. ISS may assign, securitise or pledge its claims. Where appropriate, ISS will give written notice to the Customer, and the assignment of debt will apply immediately to all existing and future debt unless otherwise provided in writing.
- 7.6No set-off. No set-off by the Customer is permitted. This means that ISS' invoices must always be paid even if the Customer has a claim against ISS.
- 7.7Security in favour of ISS. ISS may always require a bank guarantee or other security from the Customer for the fulfilment of its payment obligations, subject to written and reasoned notification, and this irrespective of the agreed payment terms.
- 7.8Specific to Catering services: unless otherwise agreed, all cash received at the time of payment or any form of payment received by ISS from employees or other visitors to the Customer's restaurant for the ordering or payment of food products shall be collected by ISS and shall become the property of ISS. If the Customer determines or sets the sales prices of the food products, the Customer shall be responsible for the payment of VAT and for the remittance of the VAT to the VAT authorities.
- 8Disputes and liability
- 8.1Damage claims and disputes. The Customer must report claims and disputes regarding the performance of the Works or Services, or the delivery of the Goods, to ISS by registered letter within 48 (forty-eight) hours of becoming aware of them. Failing this, the Works, Services and/or Goods will be deemed accepted. Damaged parts that have been replaced and not kept for later expert examination will not be reimbursed.
- 8.2Liability of ISS. ISS can only be held liable for direct damages resulting from an error, excluding minor errors, in the performance of its activities. ISS' total annual liability is in any case limited to EUR 1,000,000 or to the amount of ISS' annual turnover with this Customer, whichever is lower. This limitation also applies in cases of gross misconduct. ISS can never be held liable for indirect damages, consequential damages and pure property damage including, but not limited



to, lost profits, missed savings, loss of goodwill, loss of data, cost of replacement goods or services, cessation of operations or other similar loss. In particular, ISS cannot be held liable for damage due to the age or poor condition of the buildings, installations, furniture, equipment, any damage resulting from loss of keys, image damage, moral damage, product recall, etc. ISS shall not be liable for sewage, air or soil pollution or waste disposal as a result of its activities at the Customer's premises. ISS is also not liable for damages arising from the Customer's failure to comply with its welfare and safety at work obligations.

8.3 **Extra-contractual liability.** Except in the cases where the law would prohibit it, each Party waives the right to bring an extra-contractual liability claim against the auxiliary persons or executive agents of the other Party, such as, among others, the employees, directors (statutory and de facto), self-employed employees and subcontractors, irrespective of whether they are natural persons or legal entities, in derogation of Article 6.3, §2 of the Civil Code. The auxiliary persons or executive agents are third-party beneficiaries of this provision whereby both Parties expressly confirm, to the extent necessary, that Article 18 of the Law of 3 July 1978 on employment contracts continues to apply to the conduct of employees.

9 **Personnel, Welfare and Safety at work**

9.1 **Authority over ISS personnel.** ISS' personnel work exclusively under its authority. At no time can they be considered employees or executive agents of the Customer or its (in)direct client(s). The Customer cannot exercise over them any employer authority (e.g. on wages, discipline and dismissal). The Customer's compliance with the duties incumbent on it regarding welfare at work, as well as instructions in performance of the contract, cannot be considered as the exercise of authority by the Customer over ISS or subcontractor personnel.

9.2 **Customer's right of instruction.** The Customer may only give instructions to ISS or the subcontractor's personnel (i) regarding the practical performance of the agreement, (ii) the courses of action to be followed and tasks to be performed for the correct use of machines, equipment, goods and documents of the Customer necessary for the performance of the agreement, (iii) comments and instructions in case of non-correct performance of the agreement (without extending this to the exercise of the employer's authority, such as the imposition of disciplinary sanctions, for which only ISS is competent),(iv) the compliance with the obligations regarding well-being at work and any other instructions included in the agreement.

9.3 **Customer's information obligations for (sub)contracting.** The Customer shall comply with all its legal information obligations to the employee representatives in relation to (sub)contracting. ISS will not be liable for this in any way. In case the Customer commissions its employees or appointees to work with ISS, they will remain under the authority and supervision of the Customer. These provisions also apply in respect of the Customer's (in)direct client(s) for whom the Customer acts in relation to ISS.

9.4 **Personnel availability.** Unless expressly agreed otherwise in writing, ISS' personnel will not work on Sundays, official holidays or extra-legal holidays (according to the sectoral collective agreement) granted by the Customer to its personnel. These extra-legal holidays will be charged to the Customer and will not lead to a reduction in the agreed prices. For the avoidance of doubt, an extra-legal holiday is a holiday granted by the Customer to its staff and communicated in writing, which is associated with a holiday and takes place on the same date each year. If, during the agreement, the Customer decides to grant extra-legal holidays in addition to those already communicated at the time the agreement was entered into, this will be considered a change to the Services for which ISS may change its price accordingly.

9.5 **Non-solicitation clause.** Except in the case of legal or (aforementioned) contractual acquisition obligations, the Customer will not enter into any employment relationship or cooperation, either directly or indirectly, with him or with an affiliated company, with persons hired by ISS, whether employed or not, with assignments with the Customer or with persons (including subcontractors) whose cooperation with or with ISS was terminated less than 2 (two) months ago, unless subject to the payment of compensation to ISS. This compensation is equal to either the annual fee for the cooperation with this person or the total annual patronage cost for this person. This compensation will be determined at the time the services outside ISS commence. This compensation may include, as the case may be, wages, benefits and social charges, invoices or fees. ISS may additionally claim compensation provided it can prove the damage. This clause applies until 12 (twelve) months after the termination of the agreement.

9.6 **Welfare and safety at work.** The Customer and its (in)direct client(s) for whom the Customer makes a commitment to ISS must comply with the obligations regarding welfare and safety at work, including the "Contract welfare at work - working for third parties", in addition to its own policies. This document is available on Supplier Relations - ISS Facility Services Belgium (<https://www.issworld.com/nl-be/how-we-work/our-way-of-working/supplier-relations>).

The Customer is aware of the risks specific to ISS' activities. The Customer provides all necessary information to ISS' personnel in a timely manner so that it can provide its Services in a safe manner. The Customer bears all responsibility for the premises in which ISS provides its Services. The Customer ensures that the production systems, machines, materials and equipment, with which ISS comes into contact, are always in good condition, including in terms of safety, protection and operation. The Customer ensures that these are in optimal condition, before ISS' intervention, to avoid the risk of accidents or damage (e.g. shutdown, blocking restart, shielding dangerous parts). Before the commencement of the Services, the Customer shall carry out a safety audit together with ISS. ISS shall have the right to refuse to start the provision of the Services until the audit has been carried out or until the premises fully comply with the applicable workplace health and safety regulations. After ISS' intervention, the Customer will ensure that they are ready for use again. The Customer makes the necessary checks to this end. The Customer ensures that in environments in which ISS is asked to work with liquid resources, only materials, goods or equipment that are resistant to them (e.g. splash water or vapour) are present. The Customer is responsible for moisture-resistant shielding of such material, goods or equipment. The Customer shall immediately take corrective measures as soon as ISS has pointed out environmental factors that increase the likelihood of ISS or its employees causing or sustaining damage. The Customer shall provide the necessary mats, receptacles or rolling tables to lay dismantled parts on to prevent damage to or wear of these parts. If the Customer requests the use of materials and/or products other than those proposed by ISS, the Customer shall bear full responsibility for this towards its own personnel, ISS, subcontractors, other contractors and third parties. If the Customer requests additional medical examinations for ISS personnel or additional safety and welfare training, beyond the legal requirements, the costs and time spent shall be borne by the Customer.

10 **Confidential information, intellectual property and personal data**

10.1 **Confidential Information.** Any information relating to the business, financial condition, operations, assets and liabilities of ISS or the Customer, as well as any other information relating to ISS or the Customer, whether obtained before or after the formation of this agreement, orally, in writing or in any other form, including the contents of this agreement, from price requests ("RFPs") and/or orders information relating to business activities, marketing, operational plans and programmes, market studies, business strategies, new products, personnel data, personal data, customers, prices, sales, financial, commercial and technical information, know-how, *best practices*, patents, trademarks, copyrights, trade secrets and other intellectual property rights, shall be considered Confidential Information. The use of Confidential Information is limited to its use for the specific purposes of the agreement. Confidential Information obtained through the agreement must be considered and treated as confidential by each Party both during and for five (5) years after contract termination.

10.2 **Intellectual property.** All drawings, specifications, supplies, calculations, planning, working methods, quality control systems, files, data or documents communicated by ISS are the intellectual property of ISS, regardless of the method of communication or the data carrier on which they are located. This applies to any information communicated by ISS prior to or within the framework of the agreement.

10.3 **Name and logo.** The Customer shall not use ISS' name and/or logo or other identifying marks for advertising, trade or other commercial or non-commercial purposes without ISS' express prior written consent.

10.4 **Breach.** In the event of breach of the confidential information or intellectual property obligations or unauthorised use of ISS's name and/or logo, the Customer shall pay liquidated damages of EUR 50,000, without prejudice to ISS's right to claim its actual damages instead.

10.5 **The protection of personal data.** In the absence of a separate processor agreement, the Parties agree that, for the purposes of the Data Protection Legislation, they are independent controllers with respect to personal data communicated. The Parties comply with the requirements of the Data Protection Legislation in relation to their own processing as Data Controller. The Customer warrants and undertakes that it and its employees, agents and/or subcontractors (where applicable) will comply with all applicable Data Protection Laws and will ensure that ISS does not breach any laws or regulations. If the Customer wants ISS to process personal data on its behalf and according to its processing instructions to achieve the purpose described in the Agreement, the Parties will enter into a separate processor agreement.

11 **Duration, suspension, force majeure and termination**

11.1 **Duration.** The agreement is for an initial term of 1 (one) year from the day the agreement commences. Commencement of the agreement means the first day of delivery, unless otherwise agreed in writing. After expiry of this term, the agreement is automatically renewed for successive terms of one year.

11.2 **Suspension.** ISS may immediately suspend performance of the agreement, without notice or prior notice, if the Customer fails to comply with any essential conditions, including the terms of payment. ISS retains all its rights to payment in the event of suspension including its right to damages if applicable.

11.3 **Force majeure.** ISS may suspend its obligations or terminate all or part of the agreement in the event of force majeure and this without any right to compensation from the Customer. Force majeure includes war, terrorism, strike, lock-out, sabotage, transport interruptions, scarcity of goods or material, defects in tools or machinery, lack of motive power, atmospheric conditions, accidents, incidents and the like, and in general any unavoidable and unforeseeable event which renders the performance of an ISS commitment impossible. ISS shall immediately notify the Customer of the commencement and termination of an event of force majeure. Both Parties shall make every effort to prevent and limit the consequences of non-performance of the agreement due to force majeure. ISS has the right to charge any proven unavoidable costs it must continue to incur during the period of force majeure.

11.4 **Termination by either Party with notice.** Each Party may terminate the agreement by registered letter with a notice period of no later than 6 (six) months before the annual due date. If the notice period is not sufficient to cover the notice periods (and/or fees) of personnel not taken over by a new subcontractor or the Customer, in accordance with legal or conventional obligations, ISS shall be entitled to compensation by the Customer. This compensation is equal to the balance of the termination fees. The Customer shall also compensate ISS for the costs it has borne, in accordance with applicable legislation and the terms of employment of the personnel concerned, unless otherwise agreed between the Customer and ISS.

11.5 **Immediate termination.** Either Party may immediately terminate the agreement by registered letter in respect of to the other Party, without prior notice and without any right to compensation for costs or damages on the part of the other Party, if:

- a. the other Party is the subject of a bankruptcy petition or an administrative review of its board of directors by a court; or
- b. the other Party has been notified in writing of a material breach of the agreement, following which that Party has been given a commercially reasonable opportunity to rectify such breach but has failed to do so. Any failure to pay for the Works, Services or Goods will be considered a material default.

11.6 **Consequences of termination and cancellation.** Termination of the agreement shall not constitute termination of any provisions which, by their nature or if so provided in the agreement, shall survive termination of this agreement.

In case ISS has taken over certain employees of the Customer at the commencement of the services, any mode of termination of the agreement shall have the effect that the Customer shall take over the ISS employees from the end of the agreement under the applicable conditions of employment. If the agreement is terminated and the related services are entrusted by the Customer to one or more third party(ies), the Customer will ensure that the ISS employees are taken over by the new supplier(s) of the services under the applicable regulations.

If, for any reason, the Customer terminates, cancels or suspends the agreement without complying with the provisions of this Article 11, the Customer shall be liable to pay damages equal to the amount that would normally have been invoiced during the period that the agreement should have remained in force.

If the agreement requires ISS to purchase capital equipment and a Party terminates the agreement before the end of the initial term, the Customer shall repurchase the capital equipment purchased by ISS at the remaining book value or buy out the lease for the capital equipment, as the case may be.

At the end of the Contract, ISS has the right to remove the vending machines, kitchen equipment, furniture and all installations which are the property of ISS or leased by ISS. ISS has the right to leave the Client's premises as they are at the time of removal of such assets. Kitchen equipment belonging to the Customer is in principle left on site. The Customer may nevertheless ask ISS to remove the kitchen equipment which belongs to the Customer at an additional price to be agreed between the Parties, or to take over the kitchen equipment which belongs to ISS according at the remaining book value or at a price to be agreed.

12 **Miscellaneous provisions**

12.1 **Notification.** Any notice provided for in these Terms shall be sent by e-mail, unless otherwise provided in this agreement. Letters shall be sent to the address of the registered office of the other Party (or such other address as notified by a Party at least five (5) days earlier). The date to be observed shall be the date shown on the receipt or, in case of non-signature for receipt, the date of dispatch.

12.2 **Nullity.** If any provision of the Conditions or Agreement should be void, invalid or unenforceable (in whole or in part), this shall be limited to the relevant provision and shall not affect the invalidity, validity or enforceability of the other provisions of the Conditions or Agreement.

12.3 **Applicable law.** The Terms and the Agreement shall be governed by Belgian law.

12.4 **Competent court.** In the event of a dispute, the Dutch-speaking business courts of Brussels shall have jurisdiction.