

GENERAL TERMS AND CONDITIONS OF PURCHASE

The acceptance of the purchase order automatically implies the acceptance of the general conditions of the Buyer and the waiver by the supplier/service provider to apply its own conditions of sale. Any deviation by the Buyer from its general conditions shall only be done in writing and by an authorized person.

For the purpose of the General Terms and Conditions of Purchase, "Buyer" shall mean any company that is directly or indirectly controlled by RTL Group S.A.

1. VALIDITY

Any supply of goods or services to the Buyer shall be subject to a regular and prior written order either by postal mail, fax or email. The purchase order shall be confirmed in writing within eight days by the supplier and/or service provider. In the absence of such confirmation, the order shall be considered accepted.

2. MODIFICATION REGARDING THE PERFORMANCE OF A PURCHASE ORDER

The Buyer may require subsequent changes regarding the execution of the purchase order, including changes of the quantities ordered, provided that special reasons so require (e.g. a fundamentally changed situation regarding the items or services to be ordered and that such modification is commercially customary). The supplier and/or provider must follow and implement without delay such instructions of modification.

The supplier and/or provider shall without delay report in writing any potential additional costs prior to the processing of the order. In the event of any modification of the quantities ordered, the supplier and/or provider shall prove, if so required, the supplementary costs. In any case, for differences up to 20% of the quantities in the respective positions of the purchase order, the agreed unit price shall remain unchanged.

3. PRICES

Unless otherwise specified by the Buyer, the prices stated on the purchase order shall be binding and not revisable. For deliveries of goods, prices shall include delivery to the place specified, postage and packing, net of all fees and charges. Packaging materials must be recyclable and should be used within reasonable limits.

4. INVOICES

Invoices must be issued and sent to the attention of the accounting department of the Buyer, by postal mail or electronic means, after delivery of the goods or the performance of services and

must bear the number and date of the purchase order.

5. PAYMENT TERMS

Invoices shall be payable within 30 days following the end of month from the date of receipt of the invoice, or within any longer period as may be agreed between the supplier and/or provider and the Buyer.

6. DELIVERY, DELAY, PENALTIES

The Buyer shall inform the supplier and/or provider of the shipping instructions with respect to the ordered goods. If the order does not include any shipping instructions, the supplier and/or provider shall promptly request such instructions from the Buyer. The time and date of delivery or of the performance of service shall be binding upon the supplier and/or provider. If the supplier and/or provider fails to effect delivery/performance within the agreed period of time, the Buyer shall be entitled to cancel the Agreement and to claim damages. If the supplier and/or provider is late with the delivery of goods/performance of services, the Buyer may charge to the supplier and/or provider a contractual penalty of a total minimum amount of 1% of the net agreed price for each working day late. Such amount may be deducted from invoices still outstanding. The Buyer has the right to claim in addition to this lump sum any additional and verifiable damages. If the Buyer accepts late delivery or delay in the performance of services, the Buyer shall retain the right to charge penalties and/or claim damages, subject to a declaration by the 10th working day at the latest after acceptance of late delivery or performance. Any penalty shall be deducted from the final invoice.

7. ACCEPTANCE – RETURN

Any delivery of goods or performance of services shall only be deemed accepted after verification of its compliance with the terms and specifications of the purchase order as well as with applicable standards. The inspection conducted at the supplier's and/or service providers' facilities by an administrative authority or any other organization shall not constitute in any way a derogation from this clause. Any goods whose quality does not comply with the order can be refused within thirty (30) days following delivery. After such deadline, unless it has been extended by mutual agreement and in writing, they shall be deemed accepted. Rejected goods shall be picked up by the supplier, at the supplier's expense within eight (8) days of receipt of the letter of notification sent by registered mail to the supplier. After such deadline, the Buyer reserves the right either to return the goods to the supplier, or to store them at the expense and risk of the latter. The Buyer shall then be entitled, at its sole discretion, to require the supplier to bring them into compliance on site, replace or refund - as the case may be - the refused goods, without prejudice to the rights and remedies otherwise available to the Buyer.

8. WARRANTY

The supplier and/or provider ensures that its products and performance of services are consistent with the requirements of the purchase order and compliant with state-of-the-art standards as regards their nature, functionality, performance, durability and accuracy. The acceptance by the supplier and/or provider of the purchase orders of the Buyer entails a commitment by the supplier/provider to give warranty to deliver spare parts and perform repair work on the goods supplied, during a period of twelve (12) months after acceptance of the goods (unless such deadline has expressly been extended in the purchase order or contract).

9. INDUSTRIAL PROPERTY

Unless otherwise agreed, the supplier and/or provider may not disclose to anyone, or exploit for its own benefit or that of a third party, without prior written consent, any record, document or tool that the Buyer may have given to him or that he may have prepared or manufactured exclusively for the Buyer. Upon request, the supplier/provider agrees to return promptly, especially after the performance of the services at the end of the Agreement, all records,

documents, tools or equipment that may have been made available to him by the Buyer. The Buyer will benefit, as part of the performance of the purchase order, from a free of charge, unlimited, exclusive and transferable license for industrial, commercial or research purposes on the inventions, patents, designs, trademarks and registered designs as well as on any other industrial property rights that may result from the execution of the order.

10. TRANSFER OF RISK AND OWNERSHIP

With respect to goods, the transfer of risk shall occur upon delivery at the place specified by the Buyer. The insurance of the goods shall be borne by the Buyer from that time on. Transfer of ownership shall occur upon acceptance of the respective goods in the premises specified by the Buyer as defined in Article 7 above.

11. FORCE MAJEURE

Neither party shall be liable for failure to fulfil any of its obligations if such failure is the result of force majeure or unforeseeable circumstances which render the performance of its obligations impossible.

12. ADVERTISING

The orders of the Buyer shall not in any way give rise to direct or indirect advertising in any form whatsoever without prior written consent of the Buyer.

13. CONFIDENTIALITY

The supplier and/or provider undertakes, both for the term of this Agreement and afterwards, whatever may be the cause for any breach or non-renewal of this Agreement, not to disclose any information contained herein and to observe the strictest confidentiality regarding the information collected and the conditions agreed within the framework or on the occasion of the negotiation, conclusion or execution of this Agreement.

14. BREACH, TERMINATION

1. Either party may terminate or suspend this Agreement by registered mail without prior notice in the following cases:

- Bankruptcy or creditors voluntary arrangement;
- Dissolution or liquidation by court order;

- Failure by the supplier and/or provider to fulfil its business and/or fiscal obligations;
- Seizure at the expense of the supplier and/or provider;
- Dishonoured drafts at the expense of the supplier and/or provider;
- Issuance of bad cheques by the supplier and/or provider;
- Misrepresentation of sales figures by the supplier and/or provider.

Furthermore, each party may terminate the Agreement or suspend it, in case of violation by the other party of any of its obligations, if remedy to the alleged breaches is not provided by such other party, in a satisfactory manner, within 8 working days from the date of formal notice regarding the issue sent to it by the complaining party by registered mail.

2. The Buyer may at any time, even if the supplier and/or provider does not fail to fulfil its obligations, suspend this Agreement for a period specified by the Buyer or terminate all or any part thereof, by notifying the supplier and/or provider by giving thirty (30) days' written notice. In such case of termination, the supplier and/or provider shall be entitled to charge to the Buyer the reasonable costs incurred until the day of termination of the purchase order. The supplier and/or provider shall not in any way be entitled to compensation for incidental or consequential damages or loss of revenues.

15. SUBCONTRACTING

The supplier and/or provider shall not be allowed to subcontract all or part of this Agreement without the prior written approval of the Buyer.

16. TRANSFERABILITY

The supplier and/or provider may not assign this Agreement nor any rights arising from it or transfer debts owed by the Buyer without the prior written approval of the Buyer.

17. DISPUTES

The contractual relationship between the supplier and/or provider and the Buyer shall be governed by these Terms and Conditions and shall be subject to the laws of Luxembourg. Any disputes arising from these Terms and Conditions or from the underlying purchase order shall be subject to the jurisdiction of the District Court of Luxembourg. The Buyer shall, however, reserve the right to pursue fulfilment of the obligations by the supplier and/or provider before any other court of competent jurisdiction.

18. MISCELLANEOUS

These terms and conditions shall replace any previous terms and conditions and shall immediately be applicable to existing commercial and contractual relationships. In the event that one or more articles of this Agreement should become invalid for any reason whatsoever, such circumstance will not invalidate the Agreement in its entirety or prevent the implementation of the remaining provisions.

In case of discrepancy between the different language versions of these terms and conditions, the English version shall prevail.