

## GENERAL TERMS AND CONDITIONS OF PAYMENT (GTCP)

### 1. Applicability

Unless otherwise stipulated, these general terms and conditions shall apply to all orders, written or other contracts placed with Prisma S.A.

The client's general terms and conditions are hereby expressly excluded. Furthermore, acceptance of an order by Prisma S.A. shall not imply acceptance of the client's general terms and conditions nor constitute a waiver of Prisma S.A.'s own general terms and conditions.

These GTCP shall remain effective until termination by mutual consent or cancellation by Prisma S.A. In this latter case, Prisma S.A. shall inform the client and send the new GTCP to the client.

### 2. Price

The price agreed between the parties may be subject to increase for reasons external to or beyond the control of Prisma S.A. Any increase in price shall be borne by the client and termination, cancellation or resolution of the contract or order shall not be permitted, unless the increase exceeds 20% of the initially agreed price.

### 3. Terms of payment

Invoices are payable in Euros to one of the following accounts (cheques are not accepted):

IBAN LU20 0090 0000 1859 5512 (BIC: CCRALULL),  
IBAN LU95 0019 2855 2769 0000 (BIC: BCEELULL),  
IBAN LU73 0030 6659 4478 1000 (BIC: BGLLLULL)

Invoices shall be payable net, without allowances, rebates or discounts, within 30 (thirty) days of the invoice send date. Should payment not be received within thirty days, a reminder shall be sent to the client and legal interest rates shall automatically start to accrue. Should payment not be received within one month of the date the reminder was sent, Prisma S.A. shall send a final reminder to the client. Payment must be received within a maximum of eight days of the final reminder send date. Should payment not be received by the stipulated deadline, the client shall automatically, and without requiring court intervention, be liable for a penalty of 20% of the invoice price.

Transfer of title for the product is subject to full payment of its price. Prisma S.A. shall be entitled to demand the return of any delivered product for which the full price has not been paid. Prisma S.A. shall also be entitled to prohibit all use of the delivered product.

Postage, legal and litigation fees shall be borne exclusively by the client.

In the event of late or non payment of one or more invoices, Prisma S.A. reserves the right to refuse any new orders from the client and to immediately cancel or suspend any current orders, without being held liable for any damages or compensation whatsoever.

### 4. Offsetting of receivables

The client may not offset any receivables owing to him/her by Prisma S.A. and/or refuse payment of an invoice while any disputes over one or more other invoices exist.

### 5. Client disputes and complaints

Prisma S.A. operates within the framework of an obligation of means. Any obvious or easily detectable defect must be indicated in writing to Prisma S.A. upon delivery or else no further objections shall be admissible. All

other complaints must be indicated in writing within two weeks of the invoice send date. After this deadline, no further objections shall be admissible.

Should the client query part of an invoice, the undisputed part must be paid and payment of this part may not be deferred.

### 6. Privacy policy

In the context of the performance of the orders, Prisma S.A. may receive personal data for purpose determined by the client.

In such case, the client is the data controller and Prisma S.A. is the data processor which processes the personal data on behalf of the controller in accordance with the applicable regulations on personal data processing and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR – General Data Protection Regulation) which is applicable from 25 May 2018.

#### Prisma S.A.'s obligations:

Prisma S.A. undertakes to comply with this Regulation and is committed to:

- Only act on the written instructions of the controller and ensure any natural person acting under its authority does not process data except on the controller's instructions
- Implement suitable measures to ensure the security, the accuracy and privacy of data
- Not engage another processor without prior authorisation of the controller.
- Assist the controller in providing subject access and allowing data subjects to exercise their rights under the GDPR
- Delete or return all personal data to the controller as requested at the end of the contract
- Submit to audits and inspections, provide the controller with whatever information it needs to ensure that they are both meeting their Article 28 obligations
- Inform the controller of a personal data breach without undue delay after becoming aware of it

#### Client's obligations:

The client undertakes to:

- Only provide Prisma with the personal data strictly necessary for performing the project in an effective manner
- Document, in writing, any instruction bearing on the processing of data by the processor
- Ensure, before and throughout the processing, compliance with the obligations set out in the GDPR on the processor's part
- Supervise the processing, including by conducting audits and inspections with the processor

### 7. Governing law and jurisdiction

The relations between Prisma S.A. and the client are governed by Luxembourg law (arrondissement de Luxembourg).

Any disputes that might arise shall be of the exclusive competence of the Courts of Luxembourg, Grand-Duchy of Luxembourg.

### 8. Divisibility of contract clauses

Should one or more clauses be invalid, this shall not affect the validity of the remaining clauses or the general terms and conditions as a whole.