

## 1. DEFINITIONS

**1.1 “The Company”:** the public limited company “Control & Protection”, with registered office at B-2610 Wilrijk, Neerlandweg 25, registered in the Register of Legal Entities in Antwerp, Antwerp division under No. 0416.203.046, and known to the VAT authorities under No VAT BE 0416.203.046, judicial district of Antwerp.

**OR** the public limited company “Control & Protection Automation”, with registered office at B-2610 Wilrijk, Neerlandweg 26, registered in the Register of Legal Entities in Antwerp, Antwerp division under No 0457.386.771, and known to the VAT authorities under No AT BE0457.386.771, judicial district of Antwerp.

**OR** the public limited company “KBS-Systems”, with registered office at B-2610 Wilrijk, Neerlandweg 25, registered in the Register of Legal Entities in Antwerp, Antwerp division under No 0428.577.177, and known to the VAT authorities under No VAT BE0428.577.177, judicial district of Antwerp.

**1.2 “General Terms and Conditions”:** present general contract, sales and delivery conditions.

**1.3 “Customer”:** any (legal) entity who sends a price request to, places an order and/or purchases a service and/or product with the Company, as well as anyone who, in the name or on behalf of another (legal) entity, sends a price request to, places an order and/or purchases a service and/or product with the Company and this regardless of whether this (legal) entity relates to the Company as an end customer or as main contractor.

**1.4 “Registered Letter of Complaint”:** a registered letter sent by post, stating the invoice number and all reference numbers (insofar as applicable) displayed on the written agreement between the Company and the Customer, the order confirmation from the Company, the delivery note from the Company, Proof of Delivery drawn up by the Company and signed by the Customer and/or the invoice from the Company, with accurate identification of the services and/or products, and a detailed statement of non-conformance or deficiency.

**1.5 “Conformity of Delivery” (exhaustive definition):** delivery of the correct (types of) services and/or products, without visible defects, in the correct location in conformity with the written agreement between the Company and the Customer or in the absence thereof, in conformity with the order confirmation from the Company. In the absence of both a written agreement between the Company and the Customer, and of an order confirmation issued by the Company, the correctness of the (types of) services and/or products and of the location will be checked against the order placed by the Customer and accepted by the Company.

**1.6 “Intellectual Property Rights”:** any intellectual, industrial and other proprietary rights (whether or not registered), including, but not limited to, copyrights, related rights, drawings, models or applications for registration as a drawing or model, patents, patent applications, domain names, know-how as well as database rights, computer programs (including, but not limited to, source code) and semiconductors.

## 2. APPLICABILITY

**2.1** Notwithstanding any other communication in the past or the future, the Customer accepts, by sending a price request, the placing of an order and/or the conclusion of an agreement with the Company, that only the following standards apply to all contractual, pre-contractual and non-contractual legal relationships between the Company and the Customer, both current and future (in hierarchical descending order, the following in the absence or tacit of the previous): (1) the written agreement between the Company and the Customer; (2) the written order confirmation from the Company; (3) these General Terms and Conditions; (4) Art. 4-88 of the UN Convention on contracts for the international sale of goods; (5) the Unidroit Principles; (6) Belgian legislation, with the exception of Articles 1-3 and 89-101 of the UN Convention on contracts for the international sale of goods.

Other terms and/or standards, such as the Customer's general and/or special terms and conditions, do not apply and become will be explicitly rejected by the Company. Other (deviating) terms only apply if the Company expressly signs these (deviating) terms for acceptance. These derogations expressly signed for acceptance are valid only for the agreement to which they relate and cannot be invoked in any other, even similar, agreements.

**2.2** The potential nullity of any of the provisions of these General Terms and Conditions or any part of a provision shall not affect the applicability of the remaining provisions and/or the rest of the provision. In case of nullity of one (or part) of the provision(s), the Company and Customer, in as far as possible and in accordance with their loyalty and conviction, shall negotiate to replace the null provision by an equivalent provision that captures the general spirit of these General Terms and Conditions.

**2.3** The Company reserves the right to adjust and/or amend these General Terms and Conditions at any time.

## 3. QUOTE, ORDER AND ORDER CONFIRMATION

**3.1** Unless otherwise agreed, all offers and quotes of the Company shall be valid for four weeks. In any case, all offers and quotes of the Company are non-binding and can only be considered as an invitation to place an order by the Customer.

**3.2** If the Customer orders only a portion of the services and/or products included in the quote, the Company has the right to refuse this order or to review the prices as included in the quote.

**3.3** The agreement between the Company and the Customer will only come into effect as soon as a person authorized to lawfully bind the Company, confirms the Customer's order in writing and/or electronically, or as soon as the Company initiates the execution of the order.

**3.4** All deliveries of services and/or products not explicitly provided for in the written agreement between the Company and the Customer or in the absence of this in the order confirmation issued by the Company, are deemed to be additional orders and/or additional transactions at the Customer's request, and shall be charged as such to the Customer.

**3.5** All orders and order acceptations by the Customer shall be irrevocable, unless otherwise provided in the General Terms and Conditions.

**3.6** The Company is free to choose the parties with whom they wish to enter into an agreement and always have the right to suggest a minimum invoice amount.

## 4. PRICE AND COSTS

**4.1** All prices are exclusive of VAT and are expressed in Euro.

For each project or product, a customised price is calculated. This is only valid for this particular project or product and does not apply to any other, even similar, projects or products.

**4.2** In case of delay, the Company has the right to increase the prices shown in the written agreement, or at the absence hereof, in the order confirmation issued by the Company or, in the absence of both, in the order placed by the Customer and accepted by the Company. A delay is understood to include (merely exemplary summary): late payment; delays caused by the Customer, his suppliers and/or other third parties, which causes the Company to postpone its scheduled start of the activities; failure on the part of the Customer to fulfil the obligations included in Articles 8 and 12 of these General Terms and Conditions; etc.

**4.3** Unless otherwise provided in writing, the cost of transportation and transfer to the agreed location calculated from the Company's registered office and invoiced per transport and/or transfer and based on the transport and/or mileage compensation as stated in the written agreement, or in the absence of this, in the order confirmation issued by the Company or, in the absence of both, in the order placed by the Customer and accepted by the Company or in the quote.

**4.4** Unless otherwise agreed in writing, the total prices included in the quote and/or agreement constitute an estimate and are only for informative purposes. The final total price will be calculated based on the actual services and products delivered and the agreed hourly rates, which are included in the written agreement, or in the absence thereof, in the order confirmation issued by the Company or, in the absence of both, in the order placed by the Customer and accepted by the Company or in the quote.

**4.5** If the quote and/or agreement were drawn up without specifying any detailed requirements, such as (but without being limited to) environmental, safety or health standards, it contains only the standard measures and resources for the works to be carried out by the Company.

**4.6** Without prejudice to the costs expressly excluded in the written agreement or, in the absence thereof, in the order confirmation issued by the Company or, in the absence of both, in the order placed by the Customer and accepted by the Company, unless otherwise agreed, the following costs are not included in the price estimate and/or explicitly agreed fixed price included and charged to the Customer (non-exhaustive list):

- cost of packaging;
- transport and transfer costs, including transport insurance and postage costs;
- travel and subsistence expenses;
- costs for taking part in project meetings;
- costs associated with special working conditions, import duties, levies and taxes;
- costs for the supply and use of water and electricity;
- costs for the supply of a work space;
- costs (including, but not limited to, taxes and charges) to fulfil the necessary administrative formalities.

**4.7** Replacement of missing products or materials, changes of supplier(s) for reasons independent of the Company, as well as currency fluctuations, increases in material prices, prices of auxiliary materials and raw materials, wages, salaries, social charges, government-imposed costs, (environmental) levies and taxes, transportation costs, import and export duties or insurance premiums, occurring between the date of termination of the agreement in accordance with Article 3.3 of these General Terms and Conditions and the final delivery of the services and/or products, entitle the Company to increase the agreed price proportionally.

**4.8** The Company always has the right to ask the Customer a bank guarantee or other payment security before proceeding to fulfil its obligations with respect to the Customer. The Company can always refuse to award the Customer a bank guarantee or other payment security for orders under 10.000 euro.

## **5. UNDERTAKINGS BY THE COMPANY**

**5.1** The Company's commitments are limited to the best possible execution of its obligations as defined in the written agreement between the Company and the Customer or, in the absence thereof, in the order confirmation issued by the Company. In the absence of a written agreement between the Company and the Customer, or an order confirmation issued by the Company, and the Company has already started to carry out the order, the Company's responsibility remains limited to the best possible execution of the Customer's written order. Unless otherwise expressly provided for and except for agreement in writing, the Company accepts the specifications for information purposes only, and this does not affect the commitments of the Company, which are limited to what is defined in the written agreement between the Company and the Customer, the order confirmation of the Company or the Customer's written order, as the case may be. Any deviations between the specifications and the written agreement between the Company and the Customer, the order confirmation issued by the Company or the written order of the Customer, do not in any way result in a reduction of the price. Additional deliveries/services rendered will be considered as additional work within the meaning of Article 3.4 of these General Terms and Conditions and will be charged as such.

**5.2** The plans and calculations that may be drawn up by the Company shall be submitted to the Customer for acceptance. The Company is not responsible for these plans and/or calculations.

**5.3** Unless otherwise provided in writing, the Company has the right to make changes and/or render additional services, the necessity of which is apparent during the performance of the contractual works. These changes and additional services will be automatically charged and are deemed to have been accepted by the Customer.

**5.4** The Company fulfils its obligations under the agreement on a freelance basis and in full independence. If the Customer were to provide guidelines in relation to the provision of services and/or products, they will only relate to the effective execution of the contractual arrangements, without interfering with the manner in which they are executed, as the Company has exclusive rights.

**5.5** Unless otherwise agreed between the Company and the Customer, the Company's presence is not required at the project meetings.

**5.6** If certain products and/or components of certain products are out of stock, the Company may replace these missing products and/or components according to its own choice and insight with a functional equivalent of another brand or type. The possible replacement of missing products and/or components by a functional equivalent does not in any way release the Customer of his obligations under Articles 8 and 12 of these General Terms

and Conditions, and may in no event result in a reduction in price or dissolution of the agreement. The possible additional price of such a replacement is not included in the price and is, unless otherwise explicitly agreed, charged to the Customer.

## **6. DELIVERY OF PURCHASED SERVICES AND/OR PRODUCTS**

**6.1** Unless otherwise agreed and without prejudice to Article 6.2 of these General Terms and Conditions, the delivery of the services and/or products will commence at the time as stipulated in the written agreement between the Company and the Customer or, in the absence thereof, in the order confirmation issued by the Company or, in the absence of both, in the order placed by the Customer and accepted by the Company. If only products are purchased from the Company, deliveries are always in accordance with the Incoterm® “Ex Works” (EXW) (Incoterms 2010) registered office Wilrijk (Belgium).

**6.2** The specified delivery terms are always indicative and are not an essential part of the Company's obligations towards the Customer, neither in accordance with the written agreement between the Company and the Customer, nor in accordance with the order confirmation issued by the Company.

Changes in the price request and/or Customer's order, changes to the written agreement between the Company and the Customer, changes to the order confirmation from the Company, as well as changes in the Customer's timing and/or additional work, automatically mean that the presumed suspected delivery dates expire.

In case of exceeding the specified delivery period, the Company and the Customer will agree on a reasonable additional term.

No failure to meet the delivery time, either of the original or of the additional term(s), may give rise to payment of any compensation, or termination of the agreement between the Company and the Customer.

**6.3** In any event, the Company is not liable for delays incurred as a result of delays in completion and/or in failure of manufacturers and/or suppliers of the Company, Customer, manufacturers and/or suppliers of the Customer and/or any other third party.

**6.4** In case the Customer or any intervening party does not respect the safety measures, the Company has the right to suspend the honouring of its commitments from the agreement until this situation has been rectified and without the Customer being entitled to compensation for damages due to project standstill.

**6.5** The Company is entitled to provide the services and/or products in different parts. Partial delivery cannot give rise to payment of any compensation, or termination of the agreement between the Company and the Customer.

## **7. SUBCONTRACTING**

**7.1** The Company has the right to subcontract (part of) the agreed work. Unless explicitly otherwise agreed by the Company, the subcontractor may in such cases use the source code(s) in the context of the agreed work but not pass these on to third parties, including, but not limited to, the (end) customer. As stated in Article 21, the source code is always the exclusive property of the Company.

**7.2** If the Company acts as a subcontractor, the Company has a direct claim on the client to the tune of the amount owed by the latter to the fellow/main contractor at the time of setting up the direct claim.

**7.3** If the Company acts as a subcontractor, the Company also has a pledge on all debt claims of the fellow/main contractor arising from the procurement contract relating to the work for which the Company was called on as subcontractor.

**7.4** The direct claim mentioned in Article 7.2 of these General Terms and Conditions, as well as the pledge referred to in Article 7.3 of these General Terms and Conditions not only relate to the relevant debt claims but also to the accessory amounts, such as (but not limited to) the late-payment interest and any compensation under the penalty clause.

## **8. INFORMATION AND EXAMPLES**

**8.1** The Customer is deemed to be aware of all features of the services and/or products ordered by him. The Customer cannot derive any rights from the information and/or examples that the Company would provide on its own initiative or at the Customer's request.

**8.2** The Customer has the exclusive and complete responsibility to determine whether the services and/or products are appropriate and to meet all quality requirements with regard to the use and/or objectives for which the Customer has purchased, or wishes to purchase, the services and/or products.

The Customer will, to this end, carry out the necessary tests and request the necessary information (including the correct use of the relevant products and/or components, any hazards associated with these products and/or components, the uses and qualities of these products and/or components, etc.).

The Customer hereby has the explicit obligation to verify the information thus obtained, including the accuracy of the obtained information, the completeness of this information, and the applicability of information regarding the use and/or objectives for which the Customer has purchased, or wishes to use, the services and/or products.

**8.3** All information provided by the Company, on its own initiative or at Customer's request, to the Customer has a purely informative value and in no way frees the Customer from his obligations under Article 8.2 of these General Terms and Conditions.

In this respect, the responsibility of the Company remains limited to the responsibility that is enforced by Belgian legislation in a mandatory manner.

## **9. ACCEPTANCE, COMPLETION AND COMPLAINTS**

**9.1** The Customer must perform an initial verification immediately upon delivery of the purchased services and/or products. This immediate verification obligation covers (including but not limited to) Delivery Conformity, visible defects, etc.

The Customer must immediately report verifiable non-conformities to the Company's representative through a written reservation on the report of completion or the completion slip if such a document is drawn up and must confirm this to the Company by registered letter of complaint within a time limit of eight (8) calendar days, in the absence of which the Customer is deemed to accept the delivered services and/or products as agreed.

**9.2** The Customer must approve every item of the services and/or products delivered within 24 hours after delivery. Complaints regarding visible defects must be notified to the Company within a period of eight (8) calendar days after completion by registered letter of complaint, in the absence of which the Customer is deemed to accept the services and/or products delivered as agreed.

**9.3** The commissioning and/or delivery to the end customer of the final product with respect to which the Company has supplied the services, is considered to be approval and acceptance, is deemed final completion of the relevant services and/or products, and relieves the Company of its responsibilities and liability in accordance with Article 10 of the General Terms and Conditions.

**9.4** Complaints regarding hidden defects must be reported to the Company within twelve (12) months after completion by registered letter of complaint. In any event, the Customer loses the right to appeal regarding any deficiency if he fails to notify the Company by registered letter of complaint within eight (8) calendar days after he discovered, or should have discovered, this non-compliance or defect.

**9.5** In case of complaints regarding non-compliance and/or defects reported to the Company in a timely and correct manner, the Company will, according to its own preferences and insights: (1) (partially) replace, repair or modify, or (in case of software, circumvent the difficulties if the Customer rightly finds that the software fails to meet the specifications described in the accompanying documentation). The Company does not guarantee that the use of the software will be continuous and error-free, or that all defects will (can) be rectified; or (2) credit the defective component to the price shown in the written agreement between the Company and the Customer or, in the absence thereof, at the price shown in the order confirmation issued by the Company, or in the absence of both, at the price shown in the order placed by the Customer and accepted by the Company; or (3) if the visible defects are not material to the use of the end product with respect to which the Company has delivered the services and/or products, credit an amount that, in all fairness, corresponds to the nature and extent of the defect in question.

The Customer acknowledges that these measures each entail full and adequate compensation for any possible damage resulting from non-conformity and/or the defect and accepts that the implementation of these measures cannot be considered as acceptance of liability by the Company.

**9.6** In case of a (partial) replacement of one or more products and/or components of products due to non-conformity or defect covered by any warranty (as stated, for example, in the written agreement between the Company and the Customer or in the warranty terms of the manufacturer of the product concerned or in the warranty terms as contained in these General Terms and Conditions,) the working hours, transportation and transfer costs, etc. shall always be borne by the Customer. The costs for the assembly and re-assembly of other components of the installation that are necessary to perform a repair or replacement, as well as the costs required to reset the equipment at the location of use, shall be at the expense of the Customer.

**9.7** The (partial) replacement of services and/or (components of) products cannot give rise to payment of any damages or dissolution of the agreement between the Company and the Customer.

**9.8** Without the Company's express written consent, the Customer shall in no case have the right to attempt to repair the services and/or products provided by the Company himself, or to have work done to these by third parties or to return products.

**9.9** The Company reserves the right to determine the non-conformity and/or other defects and to determine the cause thereof.

**9.10** Complaints and/or any (partial) replacement or repair of services and/or products do not in any case relieve the Customer of his payment obligation within the written agreement between the Company and the Customer, the order confirmation issued by the Company, these General Terms and Conditions, and/or the respective deadline(s) specified in the invoice.

**9.11** The Customer shall be obliged to reimburse any costs incurred for unjustified complaints.

## **10. WARRANTY - GUARANTEE**

**10.1** The Company grants a limited and conditional guarantee to the Customer. The duration of the contractual warranty period is twelve (12) months. This period starts upon the delivery of the products and/or services. If the written agreement between the Company and the Customer, or in the absence thereof, the order confirmation issued by the Company or, in the absence of both, the order placed by the Customer and accepted by the Company, provides for completion at a later date than the delivery, this warranty will end twelve (12) months upon completion and no later than eighteen (18) months after delivery.

**10.2** The guarantee is subject to compliance with the terms and procedures as defined in Article 9 of these General Terms and Conditions.

**10.3** If the remedy chosen by the Company consists of returning and/or replacing the hardware, this will become the Company's full property.

**10.4** The Company's intervention based on the Customer's appeal to this guarantee cannot extend the duration of this guarantee, nor will the above-mentioned warranty period run again.

## **11. LIABILITY**

**11.1** The Company will carry out the project and deliver the services and/or products to the best of its ability. Unless otherwise provided for in writing, the Company does not enter into a result-oriented commitment.

**11.2** The Company's liability in respect of the services and products provided is limited to the responsibilities imposed by law in a mandatory manner.

**11.3** When the agreement concerns the sale of products not manufactured by the Company, but only resold by the Company, the Company cannot be held liable for, for example, any damage to the products other than with regard to the Conformity of Delivery, and all complaints and/or damage to these products, other than those relating to the Conformity of Delivery, are the sole responsibility of the producer(s) and/or supplier(s) from whom the Company has purchased the relevant products. The Customer can at most invoke such complaints and/or damage for a period equal to the shortest of the following periods:

- the warranty period offered by the respective producer or supplier to the Company and/or the Customer;
- the warranty period as defined in Article 10 of these General Terms and Conditions.

If the Customer informs the Company in a timely and correct manner, in compliance with these General Terms and Conditions, of any complaint and/or damage to these products, other than that related to the Conformity of Delivery, the Company will pass this complaint directly to the respective producer or supplier. Upon the further handling of this complaints or damage procedure, the Company acts only as intermediary between the

Customer and the respective manufacturer or supplier. In this regard, the Company's responsibility remains limited to passing on information between the respective manufacturer or supplier, on the one hand, and the Customer, on the other, without the Company being held liable in any way for the actual complaint and/or damage.

**11.4** The liability of the Company shall at all times be limited to the liability imposed by law in a mandatory manner in the given factual circumstances and is, in any case, limited to the lowest of the following two amounts: (1) the total invoice amount for the relevant project, service or product, or (2) the amount of the compensation of the insurance policies entered into by the Company.

**11.5** The Company is under no circumstances liable or responsible for: (i) indirect damage (including loss of revenue but without being limited to this), (ii) damage caused by the Customer, end user and/or third parties, whether or not in the service of, or working for, the Customer, including (as a result of) interventions, changes and/or additions made by Customer, end user and/or third parties (iii) damage resulting from the wrong or improper use of the purchased services and/or products and/or the end products with respect to which the Company has supplied the services and/or products, or as a result of negligence by the Customer, end user and/or third parties, or by an event that has nothing to do with the products and/or services (including software and hardware provided by the Company) (iv) damage to purchased services and/or products and/or the end products with respect to which the Company has delivered the services and/or products which the Customer and/or a third party attempted to change or if the Customer and/or a third party has used components that failed to comply with the parameters as provided by the Company and/or (v) damage resulting from non-compliance by the Customer, his staff or employees and/or end users of statutory and/or other obligations, including the user manual accompanying the products provided, the rules for installation, use, maintenance and environment as described in the Company's documentation or according to the highest standards (vi) normal wear and tear.

**11.6** In accordance with Articles 8 and 13 of these General Terms and Conditions, the Company shall under no circumstances be liable for any damage due to the Customer's failure to communicate, retrieve and verify all necessary and useful information, or for any damage resulting from incorrect and/or incomplete information provided to the Customer by the end customer, supplier(s) and/or producer(s) of purchased services and/or products and/or any other third party.

**11.7** Only the Customer is responsible for the possible resale of the purchased products and the end products related to which the Company has provided the services and/or products, and in this respect, guarantees to comply with all (legal and other) obligations.

**11.8** The Customer and his insurer waive any right to redress against the Company and its insurer(s) for anything that is beyond the limits and exclusions as described above or by any legal provision in this regard.

## **12. INDEMNIFICATION**

**12.1** The Customer will fully safeguard and defend the Company against all claims and procedures, including claims and procedures from third parties that may derive from, or result from, any action or omission on the part of the Customer in violation of the written agreement between the Company and the Customer, the order confirmation issued by the Company, the order placed by the Customer and accepted by the Company, these General Terms and Conditions and/or other (legal) obligations on the part of the Customer.

**12.2** The Customer shall indemnify the Company for all damage, including court and other costs incurred as a result of his defence regarding the claims and/or procedures mentioned in Article 12.1 of these General Terms and Conditions.

## **13. OBLIGATIONS ON THE PART OF THE CUSTOMER**

**13.1** The Customer shall, without prejudice to the provisions of Article 8 of the General Terms and Conditions, and, where applicable, carry the full and exclusive responsibility to:

- always keep the location free so that the Company has the necessary space to render the services and stack the products;
- grant the Company's employees access to the existing bathroom facilities, or to provide the necessary bathroom facilities that may be used by the Company's employees;
- guarantee on-site safety;
- inform the Company of possible hazards which involve the activities of the Customer and/or his other suppliers so that the necessary preventive measures can be taken to avoid any form of accident;
- supply all information to the Company in a timely manner, including the information of which the Company indicates that it is necessary or useful for the performance of its obligations with regard to the Customer, and including the information of which the Customer should reasonably understand that it is necessary or useful for the fulfilment of the Company's obligations to the Customer; the Customer is responsible for the correctness and relevance of the information and data shared. It is up to the Customer to check that the services and products (including software and hardware) correspond in all respects to the use to which they are intended, or the intended purposes. For example, the Company will not in any way be responsible if the services and products (incl. software and hardware) are unsuitable for the Customer's environment. It is up to the Customer, if applicable, to provide the Company with all useful information;
- Inform the Company prior to the delivery of the services and/or products of possible standard and legal terms to which these services, products and/or the end product relating to the Company's services and/or products must comply;
- Notify the Company in writing and in time of the specific requirements with which the services, products and/or the end product with respect to which the Company supplies the services and/or products must comply, such as (but not limited to) regarding technical specifications, environmental standards and safety regulations;
- Approve all the different aspects of the services and/or products within 48 hours of delivery, and at least has the obligation to adequately test the services and/or products before they, whether or not together with the end product relating to which the Company has provided its services and/or products, are commissioned or sold on;
- Handle and use the products at all times in accordance with the user manual provided with the products;
- Adequately inform and train employees about the safety instructions and operating requirements (as communicated in the user's guide, of which the Customer states to be familiar with the content);

- Conclude the necessary insurance agreements, including fire, explosion and water damage insurance and theft of the products and equipment present on the site and the retention of title as set out in Article 17 of these General Terms and Conditions. The Customer grants the Company permission to access the policies at the first request and proof of payment of the aforementioned insurance policies. Any payments resulting from these insurances will be granted to the Company.

**13.2** If the Customer fails to fulfil his obligations as stated in the written agreement between the Company and the Customer, the order confirmation issued by the Company, the order placed by the Customer and accepted by the Company, these General Terms and Conditions, and/or when the Customer fails to comply with all its other (legal) obligations, the Company is entitled to (temporarily) suspend its obligations. The costs associated with this suspension are entirely borne by the Customer. These costs relate to, among others, (merely exemplary summary): extra hours worked, storage expenses, additional transport and transfer expenses, etc.

## **14. FORCE MAJEURE AND HARDSHIP**

**14.1** The Company is not liable for shortcomings in the fulfilment of its obligations which are caused by force majeure or hardship.

**14.2** In case of force majeure or hardship, the Company can, according to its preferences and insights, without the need for a prior notification or judicial intervention, and without any right to redress with regard to the Company: (1) replace the missing services, products and/or components by a functional equivalent; (2) temporarily suspend the fulfilment of its obligations; (3) dissolve the agreement between the Company and the Customer by registered letter; and/or (4) invite the Customer to re-negotiate the agreement between the Company and the Customer.

If the Customer does not participate in these re-negotiations in good faith, the Company may, in accordance with Article 26 of these General Terms and Conditions, requests to determine new contract terms and/or to condemn the Customer to damages.

**14.3** Force majeure and hardship are understood to mean (merely exemplary summary): unavailability and/or scarcity of certain materials; raw material scarcity; currency fluctuations, increase in material prices, prices of auxiliary materials and raw materials, wages, salaries, social security charges, government fees, levies and taxes, transportation costs, import and export duties or insurance premiums, occurring between the order confirmation and completion/delivery; ice formation; special weather conditions; strike; mobilization; war; terror threats or attacks; disease; accidents; communication and IT defects; government measures; export ban; delay in supply; transport and/or transfer obstacles; including lack or withdrawal of transport options; export barriers; import barriers; breakdown; traffic jams; delays caused by third parties which the Customer employs, etc.

## **15. INVOICES AND PAYMENT**

**15.1** The Company reserves the right to draw up interim invoices, as required by the progress of the works, for the already delivered services and/or products and/or to work with advance invoices.

**15.2** The Customer must notify the Company of his complaints regarding invoices by signed letter of complaint within eight (8) calendar days after receipt of the invoice.

**15.3** Unless expressly otherwise agreed by the Company, the Customer shall pay all invoices within a period of thirty (30) calendar days after invoice date.

**15.4** All invoices are payable in cash at the Company's registered office or by bank transfer on the bank account number mentioned on the invoice. The Customer is not allowed to make payments to intermediaries.

**15.5** No discount is allowed for cash payments. The Customer is not allowed to hold (part) payments by way of deposit or any other security for the fulfilment of the Company's obligations, unless expressly agreed otherwise by the Company. Only receipts signed by persons authorized to bind the Company in law are valid.

**15.6** In case of non-payment or incomplete payment on the due date of one of the invoices:

- (1) with regard to the balance, by law and without notice, an annual interest rate of 12% shall apply that is capitalized annually;
- (2) if the Customer is lawfully and without prior notice liable for a flat-rate compensation equal to 10% of the total invoice amount, without prejudice to the right of the Company to prove higher damage;
- (3) if the Customer is lawfully and without prior notice bound to pay all judicial and extrajudicial collection costs;
- (4) if all other, even non-expired invoices of the Company become lawfully and without prior notice immediately due for payment by the Customer; and
- (5) if the Company has the right to recover the goods supplied from the Customer, to suspend and/or terminate or dissolve the (further) execution of the relevant and/or one or more other agreement(s) with the Customer, without the need for prior notice or a court intervention. In case of a possible reinstatement, a reinstatement fee shall be charged at 10% of the outstanding invoices.

Points (4) and (5) shall also apply in the case of a threatening bankruptcy, judicial or conventional dissolution, application of the Belgian law dated 31 January 2009 regarding company continuity, late payment, or any other fact causing the Company to reasonably lose the trust in the Customer's creditworthiness.

**15.7** Acceptance of partial payment is subject to all reservations and is charged in the following order: (1) collection costs, (2) damages; (3) interests; (4) principal sums.

**15.8** The statement of the outgoing invoice in the outgoing invoice book of the Company applies as a presumption of dispatch and receipt of the relevant invoice.

## **16. CANCELLATION**

**16.1** The Company reserves the right to cancel the agreement between the Company and the Customer and/or the Customer's order without any form of compensation and without any right of recourse with regard to the Company, either in whole or in part, if certain products and/or components of certain products are not in stock.

**16.2** Subject to the express and written agreement of the Company, the Customer is not permitted to cancel his order or agreement between the Company and the Customer.

If the agreement between the Company and the Customer is cancelled by, or on behalf of, the Customer, even with the Company's express and written agreement, the Customer is obliged to pay whichever is the highest of the following amounts: (1) a flat-rate compensation of 35% of the total amount of the order; or (2) the full compensation of the costs already incurred by the Company.

## **17. RETENTION OF TITLE**

**17.1** The property rights of the delivered products (including hardware if applicable) will not be transferred to the Customer until all invoices relating to the project concerned, including costs, interest and all other items, have been paid in full.

**17.2** The Customer must always do anything that may reasonably be expected of him to secure the ownership of the unpaid products. If third parties confiscate these products or wish to establish or assert rights over them, then the Customer is obliged to immediately notify the Company thereof.

**17.3** Furthermore, the Customer undertakes to insure the unpaid products for fire, explosion and water damage and theft. Any payments resulting from these insurances will be granted to the Company.

**17.4** If the Customer fails to fulfil his obligations or if the Company suspects that the Customer will not fulfil his obligations, the Customer will at the first and simple request of the Company return the relevant products to the Company at his own expense and risk within 24 hours.

Exercising this right results in the immediate and automatic dissolution of the agreement between the Company and the Customer.

Upon return of the products, and in so far as these products are still in good condition, the amounts already paid will be refunded to the Customer after deduction of: (1) profit loss, at a fixed estimate of 15% of the total amount of the invoice relating to these products, or the already received advances from the Customer, at the Company's discretion; and (2) a flat-rate compensation of 5% of the above total invoice amount, for (additional) management and administration costs. All this without prejudice to the right of the Company to prove higher damage.

**17.5** If the retention of title is infringed, the Company automatically acquires a pledge on the realized selling price of the relevant products, and the Customer is liable to pay the Company a flat-rate compensation of 35% of the total invoice amount relating to the project owed.

## **18. FORFEITURE OF RIGHTS**

The possible or even repeated non-application by the Company of any right can only be considered as tolerating a certain situation and does not lead to the forfeiture of rights.

## **19. NETTING**

**19.1** In accordance with the Financial Security Act, dated 15 December 2004, the Company and Customer automatically and by law offset all current and future claims against each other. This means that, in the permanent relationship between the Company and the Customer, the largest debt per balance shall remain after the aforementioned automatic offsetting.

**19.2** In any case, this debt offsetting shall be enforceable against the administrator and the remaining body of creditors, and no objection will be possible against this debt offsetting implemented by the parties.

## **20. SUSPENSION AND DISSOLUTION**

**20.1** In case of any change in the Customer's situation, such as death, conversion, merger, acquisition, transfer, liquidation, strike of payment, collective or amicable agreement, request for deferral of payment, termination of activity, seizure or any other circumstance that can compromise the Customer's creditworthiness, or when the Customer fails to meet his commitments within fourteen (14) days after notification by the Company, the latter reserves the right, based on that mere fact: either to suspend the implementation of one or more agreements with the Customer until the Customer provides sufficient security for his payment; or declare one or more agreements with the Customer dissolved from the date of dispatch of the dissolution, without prior notice of default and without judicial intervention, the above without prejudice to the Company's right to claim additional damages.

**20.2** If the agreement between the Company and the Client is terminated, whether or not pursuant to the provisions of Article 20.1 of these General Terms and Conditions, the Customer loses the right to require of the Company to fulfil its obligations with regard to the terminated agreement.

## **21. INTELLECTUAL PROPERTY**

**21.1** All Intellectual Property Rights on, or relating to, the services and/or products provided, as well as the designs, hardware, software, documentation and all other documents (including plans, drawings, schedules, notes on the assembly and maintenance and user manuals) that are developed and/or used to prepare or implement this agreement, or the copies arising therefrom, shall remain the exclusive property of the Company or the relevant suppliers and/or licensors.

**21.2** The Company grants the Customer, from the completion of the services and/or products, a license to use the software developed by the Company in the framework of this agreement and all Intellectual Property Rights associated with it and, if necessary, to supplement and adapt it to the professional use of the final product with regard to which the Company has provided the services. The license is non-exclusive, cannot be transferred and may only be given in sublicense to the specific end customer for whom the Customer and the Company have developed the end product. The right to make spare parts, or have these made by a third party, is strictly forbidden. Specific to software, the Customer may only use the software in combination with the hardware for which this was delivered. He may not change the software. He may only take one (1) single copy of the software, called backup, for use on the original hardware, unless otherwise provided in writing. The source code of the software is under no circumstances transferred to the Customer, even in the event of termination of the agreement between the Company and the Customer, unless expressly otherwise provided for in writing between the parties.

**21.3** The Customer is expressly prohibited to multiply, copy, exhibit, send, publish or sell the software developed by the Company under this agreement and all Intellectual Property Rights associated with it in any form whatsoever.

**21.4** The Customer undertakes to respect all Intellectual Property Rights of the Company and the relevant suppliers and/or licensors and to have it respected by the end customer for whom the Customer and Company have developed the end product.

**21.5** The Customer undertakes to take all reasonable steps to prevent any infringement of the Intellectual Property Rights of the Company or the relevant suppliers and/or licensors. If the Customer establishes a (potential) infringement of these Intellectual Property Rights, he will immediately inform the Company thereof.

**21.6** Subject to the above-mentioned license, the Company grants the Customer and/or end customer for whom the Customer and the Company developed the end product no express or implied rights under any patent, trademark or copyright or any other Intellectual Property Rights.

**21.7** The Customer guarantees the Company that the Customer's information does not infringe Intellectual Property Rights of third parties.

## **22. CONFIDENTIALITY**

**22.1** All documents, information, models and/or designs of any kind provided to the Customer during the negotiations and/or the implementation of the agreement between the Company and the Customer, and/or which are mentioned in any document issued by the Company, including the order confirmation and delivery slip issued by the Company, must be treated confidentially. At the Company's first request, these documents must be returned.

**22.2** These documents, information, models and designs remain the property of the Company and may not be disclosed to third parties, nor copied (except one security copy of the software), nor may they be (in)directly used in whole or in part for purposes other than those for which they are intended, unless expressly otherwise provided for in writing by the Company.

**22.3** The obligation of confidentiality will continue, even after the termination or end of the agreement between the Company and the Customer, at least until the relevant documents, information, models and/or designs are known to the public without any mistakes on the part of the Customer.

**22.4** The Company undertakes to fulfil any mutual confidentiality commitments further to the special agreement between the Customer and the Company to the best of its ability. The Company declares, with a view to complying with such agreements, to have included confidentiality commitments in the agreements with its staff, and the Customer expressly acknowledges and accepts that this measure is sufficient for the Company to comply with the aforementioned special confidentiality commitment with respect to the Company's staff.

## **23. PERSONAL DATA AND VISUAL MATERIAL**

**23.1** The Customer grants the Company permission to include the personal data provided by the Customer in an automated database. This information may be used for the purpose of conducting information or promotion campaigns in connection with the services and/or products offered by the Company. The Customer grants the Company permission to pass this information on to third parties.

**23.2** The Customer may always ask for this information to be communicated and improved. If the Customer no longer wishes to receive commercial information from the Company, the Customer must inform the Company thereof. Cost of changes to the Customer's original data, at the latter's request, shall always be charged to the Customer.

**23.3** The Customer grants the Company permission to use footage of the services and/or products provided to the Customer for: (merely exemplary summary) general information, publicity purposes, publication on the Company's website, publication in folder(s), etc.

**23.4** The Company undertakes, in the context of the protection of personal data, to take the best possible technical and organizational measures necessary for the protection of any personal data processed by it against unauthorized destruction, accidental loss, as well as any change of, or access to, this personal data, and any unauthorized processing of it.

## **24. TRANSFER**

**24.1** The Company is permitted to transfer the agreement(s) to deliver services and/or products to third parties, whether or not affiliated companies, without the Customer's prior consent. The Customer hereby agrees with any transfers, both debt claims and debts.

**24.2** The Customer is not permitted to transfer this agreement to third parties under any condition, subject to the prior, written consent of the Company and under the terms and conditions determined by the Company.

## **25. DISPUTES**

All possible disputes between the Company and the Customer fall under the exclusive jurisdiction of the competent courts of the Company's registered office, unless the Company elects to file a dispute before the court of the Customer's registered office or domicile.

## **26. LANGUAGE**

These General Terms and Conditions are available on request in Dutch, French and English. Only the Dutch version of these General Terms and Conditions is legally valid.