

## **GENERAL TERMS OF SALE**

### **Article 1: Application**

- 1.1 Unless agreed otherwise in writing, the legal relations between the parties are governed by these general terms of sale that the customer acknowledges having read, and that therefore prevail over the customer's own purchasing terms, regardless of the clauses possibly contained in the customer's documents, barring only special exemptions formally approved by the seller.
- 1.2 The seller's non-application of one or more provisions of these general terms cannot be interpreted by the customer as a waiver of these conditions.

### **Article 2: Contractual documents**

The binding contractual documents between the two parties include:

- 2.1. These general terms,
- 2.2. Each contract's specific conditions,
- 2.3. Each contract's appendices,
- 2.4. The other contractual documents such as: conclusions of prior studies, methodological reference document(s), specifications..., possibly mentioned in each contract's Appendix.
- 2.5. In case of divergence, the general terms, the contracts and their appendices prevail over the other contractual documents. Similarly, each contract's specific conditions prevail over the general terms and the appendices over the contract to which they are attached.

### **Article 3: Offers, offer confirmations and prices**

- 3.1. All offers and price discounts are only binding on the seller within the acceptance time limit specified in its offers; unless formally indicated otherwise, this time limit is 24 hours.
- 3.2. A verbal agreement from its personnel is only binding on the seller if it has been confirmed by one of its directors.
- 3.3. The prices provided by the seller are only for illustrative purposes and are provided subject to incorrect indications, price increases and within the limit of the available inventories.
- 3.4. The indicated price is the one in effect on the day of the order's conclusion. If, between the order date and the delivery or pick-up date, a price increase becomes necessary after a rate change or modification of the taxes or levies on the goods, this change can always be passed on, with the customer having no right to request cancellation on this basis.
- 3.5. The indicated prices do not include VAT and apply to goods leaving from the seller's premises.

- 3.6. The prices do not include the AUVIBEL, RECUPEL, BEBAT taxes or any other possible taxes.
- 3.7. Barring exception, the price of the packaging is included in the purchase price.

#### **Article 4: Delivery, risks, delivery time limits**

- 4.1 As of the conclusion of the purchase agreement, the item sold is at the risk and expense of the customer. During transportation from the seller's premises or elsewhere, even if the delivery is to be performed post-paid or FOB, the customer is liable for the risk and must take steps to insure the transportation. In case of goods damaged during transportation, the customer is nevertheless asked to indicate this in the transportation slip.
- 4.2 For each delivery within Belgian territory by the seller, shipping charges are applied. Surcharges for rush deliveries are always at the customer's expense. Additional transport costs will be invoiced in the event of the customer's absence at the time of the first presentation at the indicated delivery address.
- 4.3 The delivery time limits are given for illustrative purposes and are never binding, though the seller will make every possible effort to comply with them. Delays can never justify any cancellation of the order or sale, any price reduction or any request for compensation of any kind.
- 4.4 In case of company operating difficulties, strikes, force majeure, accident and/or government measures, the seller is released from its delivery and/or fulfilment obligation. Company operating difficulties also include shortcomings on the part of the seller's suppliers, for any reason whatsoever.
- 4.5 If orders cannot be fulfilled in their entirety, the missing part will be scheduled for later delivery.

#### **Article 5: Repair**

- 5.1 Defective goods returned to the seller for repairs but without a clear description of the defects can be returned to the customer in the same condition, with the transportation costs payable by the latter.
- 5.2 Goods returned for repairs to the seller by the customer must be sent to the seller in their original packaging or, at the very least, in adequate packaging.
- 5.3 When goods are returned to the seller for repairs, a flat-rate amount will be owed according to the workshop schedules if, after examination, it appeared that the goods are not defective.
- 5.4 All costs (repair, estimate, test, transportation, packaging, etc.) are payable in cash. The technical tests performed on all returned products will be invoiced if no defect is brought to light. The seller is not required to prepare a prior estimate if the repair costs are below €100 (with VAT). If no repair is performed, the technical and administrative expenses for preparing an estimate will be invoiced. The seller can retain the merchandise until complete payment.
- 5.5 The customer is informed upon completion of the repairs. However, the item in question will be considered as the seller's property if it is not retrieved within 3 months of this notification.

#### **Article 6: Payment terms**

- 6.1 All of the seller's invoices are payable in cash and without discount at the address indicated in the invoice, unless the parties have contractually agreed otherwise or if a due date is indicated in the invoice.
- 6.2 Amounts not paid by one party to the other party within 30 days of the invoice date automatically bear interest at the rate of 12% per year, without the need for reminder or formal notice. In case of late payment of more than one month, the seller is also automatically owed, solely on this basis, without additional formality and to offset its increased overhead costs, flat-rate compensation equal to 15% of the invoice amount, with a minimum of €150, without prejudice to the aforesaid contractual interest and the expenses for any legal proceedings that may prove to be necessary.
- 6.3 Non-payment (on its due date) of a single invoice results in the automatic payability of all other invoices, even if not yet past due.

#### **Article 7: Order cancellation**

- 7.1 If the customer totally or partially withdraws its order or fails to take total or partial delivery of its order, the customer will owe flat-rate compensation to the seller in the amount of 10% of the order value, notwithstanding the right for the seller to carry out the forced acceptance of the order. Any order cancellation must be carried out by registered letter.
- 7.2 In case of non-payment, the seller reserves the right to suspend deliveries and, at the same time, the right to consider the agreement as automatically cancelled, without prior formal notice, in its entirety or for the part not yet fulfilled.
- 7.3 The seller reserves the right to consider the agreement as automatically cancelled, without prior formal notice, in case of the customer's bankruptcy, obvious insolvency, and in case of any change of the customer's legal status.

#### **Article 8: Reservation of ownership**

- 8.1 Notwithstanding article 1583 of the Civil Code, all delivered goods remain the full property of the seller until complete payment of the full amount in principal, costs and interest.

The customer is required to keep the said goods separate from all other goods until the date of the complete payment.

- 8.2 Until it has fulfilled the above obligations, the customer is not authorised to pledge the goods delivered by the seller.

### **Article 9: Complaints, liability**

9.1 Upon receipt of the shipment, the customer is immediately required to check that the delivered quantity corresponds with the purchased quantity. To be admissible, complaints regarding visible defects or compliance must be reported to the seller by registered letter within a maximum of two days after receipt of the goods.

Any use or resale of the goods terminates the seller's liability.

9.2 Complaints regarding hidden defects are only admissible if they are reported to the seller in a sufficiently well-founded registered letter within two business days after the defect has been uncovered. The customer is required to prove that it has complied with the said time limits. The relevant invoice will only be credited if the goods have been returned to the seller within seven days of the delivery date. If goods are returned to the seller after this time limit, the seller will be able to choose between a free replacement or an invoice credit on the basis of the value of the goods at that time. In both cases, the seller will not be bound to pay any compensation whatsoever.

9.3 Complaints from the customers never allow it to suspend its obligations relative to the seller.

### **Article 10: Guarantee**

10.1 Certain goods delivered by the seller are under guarantee for 6 months as of the invoice date, against defects pertaining to materials or construction, provided that their existence at the time of the sale can be proven. This guarantee is limited to replacement of the defective parts, excluding any travel costs resulting from this replacement and all compensation for any reason whatsoever.

10.2 Unless formally agreed otherwise, repairs are not covered by any guarantee.

10.3 The guarantee ceases if the usage and upkeep instructions provided upon delivery are not followed, if the delivered goods have been used incorrectly or abusively, or if the buyer has carried out any modifications or work whatsoever without the seller's formal approval.

10.4 The seller only grants a guarantee that strictly meets the guarantee conditions and limits that are imposed by the manufacturer or supplier, if the manufacturer is not the same person (i.e. legal person) as the supplier.

### **Article 11: Liability**

The seller incurs no liability in case of loss or damage to the transported goods as a result of the nature or defects specific to these goods. If the seller is required to call on third parties for the fulfilment of its mission, such as subcontractors or other intermediaries, it is only liable for the careful choice of the latter and for the transmission of the necessary data and correct instructions. Accordingly, the seller bears no liability for complaints received on the basis of such missions. No direct or indirect compensation can be claimed from the seller on this basis.

The seller bears no liability for any breach or delay in the supply of the ordered goods as a result of limits imposed upon it by the authorities or any other type of force majeure over which it has no control.

#### **Article 12: Personnel, health and safety policies**

The seller's agents who may be required to work in the customer's premises will continue to comply with the seller's personnel policies; however, so as not to hinder the correct operation of the customer's establishment, they will adhere to the working times and general disciplinary rules thereof. The parties undertake that the applicable laws and regulations regarding health and safety will be applied to the personnel involved in the contract's fulfilment. The customer will provide the seller with documents containing the company's health and safety rules and instructions, which the latter will convey to its personnel with the order to comply with them when working within the customer's premises. Should the seller's intervention within the customer's premises require the adoption of special health and safety measures, they will be defined in accordance with the applicable legal provisions.

#### **Article 13: Liability – Compensation**

The customer waives any effort to seek the seller's liability in case of damage to files, computer memories or documents that it may have entrusted to the seller's agents for processing or usage, except in case of intentional destruction. It will protect itself from these risks by taking the measures needed to reduce, insofar as possible, the consequences of such malfunctions: notably by making duplicates of all documents, files and programs, by implementing replacement procedures in case of interruption of computer processing, and by systematically verifying the input data and results.

Accordingly, only damages suffered by the customer despite these measures will be taken into account when calculating any financial compensation that could be claimed.

More generally, the customer recognises that the success of an IT project does not depend only on the quality of the employed programs and services, but also from factors beyond the seller's control, such as the organisation, work methods and qualification of the customer's personnel. It must therefore:

- undertake the potentially necessary adaptations of its organisation and internal methods, and the training of its personnel,
- carefully verify the accuracy and exhaustiveness of the basic files that will have to be created before operations can begin,
- keep its former solution operating for a certain time in parallel with the new solution,
- ensure the suitable configuration of its hardware and premises, and use appropriate methods for the exploitation and verification of the data and results,
- avoid defects resulting from handling, breakage, blows, any interconnection that is not formally authorised, defective connections, incorrect power supply, maintenance fault, environment not suited to the technical constraints of the hardware.

It is formally agreed that any financial, commercial or management damages (for example loss of turnover or brand image or profits expected from a software program) or any action directed against the customer by a third party constitutes indirect damage with regard to it, and thereby does not result in compensation.

#### **Article 14: Rights to the results**

It is recalled that the know-how possibly acquired by either of the parties or their representatives during the performance of the works is inalienable. As such, the seller retains the right to use the results of these works or to include them in other works, while complying with its confidentiality commitment (Article 16).

If IT products, documents or methods belonging to the seller or for which the latter has a usage rights are made available to the customer, the latter undertakes not to use these products, documents or methods for any purpose other than the contract's fulfilment.

#### **Article 15: Resources assigned to the works**

For the performance of its part of the agreed work, the seller, under its own responsibility, will employ qualified personnel members with whom it has signed an employment or service contract, or will arrange for the assistance of subcontracting companies for specific tasks. The customer remains the custodian of its equipment and installations, including any made available to the seller's agents. It therefore arranges for insurance against all risks or any direct or indirect damages that could affect all of its hardware and installations. Accordingly, it releases the seller from all liability relative to damages that the seller's agents could involuntarily cause during the performance of the works, except in case of intentional fault.

#### **Article 16: Confidentiality**

Professional secrecy applies to the documents or information entrusted by the customer with regard to its business.

However, the seller cannot be held liable for the disclosure of this information in the event that it is in the public domain or has been properly obtained from other sources.

The customer authorises the seller to include its name when mentioning or publishing its commercial references.

#### **Article 17: Non-solicitation**

The customer undertakes not to solicit or employ, directly or indirectly, any personnel member (associate, employee or agent) of the seller, even if the solicitation originates with the said agent. This prohibition applies for the duration of the contract and for one year thereafter. It includes any person having any one of the statuses listed above during the above-mentioned prohibition period.



Any violation of this obligation will require the customer to immediately pay to the seller, as a penalty, compensation equal to three times the last gross base annual salary of the person in question.

**Article 18: Legal competence**

Any dispute in which the seller is plaintiff or defendant must be brought exclusively before the French-language Courts of Brussels, regardless of the nature or cause, even in case of activation of guarantees or multiple defendants.

If the dispute falls within the remit of a Justice of the peace, it will exclusively be brought before a Justice of the peace within the first canton of Brussels.