

# GENERAL CONDITIONS OF SERVICES

## ARTICLE 1: ACCEPTANCE OF THE CONDITIONS

The present general conditions are considered to be accepted by THE CUSTOMER, even if they conflict with the latter's own general conditions.

THE CONSULTANT formally declines the application of any clauses appearing on any of THE CUSTOMER's documents; those of THE CONSULTANT prevail at all times, both general and special.

Conditions departing from those listed below may only be accepted under a written agreement signed by THE CONSULTANT.

## ARTICLE 2: FIELD OF APPLICATION

The present general conditions apply to all the services provided by THE CONSULTANT.

## ARTICLE 3: FORMATION OF THE CONTRACT

All the offers are understood to be without commitment and without option; they are valid only by way of information, without express stipulations to the contrary.

The provision of prices, rates and quotations by THE CONSULTANT does not constitute a commitment thereby.

THE CONSULTANT is committed only after its written acceptance of THE CUSTOMER's firm and definitive order or of the modification of that order by THE CUSTOMER.

## ARTICLE 4: MODALITIES FOR EXECUTION

THE CONSULTANT does not contract any obligation to provide guarantees to achieve results, but undertakes to make every effort necessary to satisfy THE CUSTOMER's request within reasonable deadlines.

## ARTICLE 5: INTELLECTUAL PROPERTY RIGHTS

Each party will retain all right, title, and ownership of its own Pre-existing Property. As used in this agreement, "Pre-existing Property" means any copyrights, trademarks, patents, inventions, reports, documents, template, studies, software programs in both source code and object code, specifications, business methods, tools, methodologies, and know-how, existing prior to this agreement or developed outside the scope of this agreement.

In the frame of the IT consultancy services provided by THE CONSULTANT, any Intellectual property rights (other than consisting in Pre-existing Property) should only be assigned to THE CUSTOMER after the whole payment of the relevant invoices, including in the situation where the support is provided by the CUSTOMER.

## ARTICLE 6: PRICES

The prices for the provision of services (including the applicable rules to overtime) must be the subject of a written agreement.

The prices indicated in the quotations, invoices or offers, must always be understood to be exclusive of taxes and in Euros, unless stipulated otherwise.

## ARTICLE 7: PAYMENT

Unless stipulated to the contrary in writing, all invoices are payable by THE CUSTOMER within 15 days of the issue of the invoices.

If any invoice is not paid by the due date, it shall automatically and without notice of default incur interest for the delay of 1 % per month, with each month that has begun required to be paid in full, and shall also, automatically and without notice of default, incur a one-off indemnity payment of 15 %, with a minimum of 150 €.

Defaulting on the payment of one invoice by its due date makes all the invoices immediately payable and in any case authorises THE CONSULTANT to suspend fulfilment of its own obligations.

Furthermore, THE CONSULTANT shall have a choice of either considering as cancelled automatically and without prior notice of default any agreement, contract or deal made with THE CUSTOMER, or of demanding immediate fulfilment thereby, without prior notice of default.

## ARTICLE 8: COMPLAINTS

All complaints, whatever their nature, must be made by registered letter within eight days of the issue of the invoices.

They may not be taken into consideration after that dateline.

## ARTICLE 9: LIMITATION OF RESPONSIBILITY

THE CONSULTANT may not be held responsible for indirect damage, errors or omissions, interruptions, defects, theft or destruction caused by himself.

In any case, the responsibility of THE CONSULTANT is limited to an amount of twice the value of the total provided services.

If THE CONSULTANT acknowledges the validity of a complaint, it undertakes only to make the necessary correction and repair, without THE CUSTOMER being entitled to claim additional damages and interest.

## ARTICLE 10: CANCELLATION

In case of cancellation of the contract by THE CUSTOMER before the very beginning of any execution of the contract or during the execution thereof, THE CUSTOMER will be liable to pay the whole price of the order and will not be entitled to any reimbursement.

## ARTICLE 11: LEGAL JURISDICTION AND APPLICABLE LAW

The Courts of the district of Mons shall alone have legal jurisdiction. The present contract is governed by Belgian law.