

## **AMACS NV GENERAL TERMS AND CONDITIONS**

"Client" means the person who, on the basis of an order or assignment, approaches **NV AMACS**, henceforth referred to as "Contractor" with registered office at 2900 SCHOTEN, Heikantstraat 142, with C.B.E. no. 0432.979.0195.

### **Article 1: Applicability**

1.1. The Client declares that it has taken note of the general terms and conditions and accepted them in full. The application of these general terms and conditions is an integral part of the negotiations between the parties. The clauses of these terms and conditions are considered essential, and the Contractor explicitly takes into account their application in the determination of the price of the services to be provided. Deviation from and/or additions to these general terms and conditions can only be agreed in writing and expressly. They are deemed to control the entire business relations between the parties, not only with regard to the quotation or assignment or agreement on the occasion when the general terms and conditions are communicated, but also for all subsequent new quotations, assignments and agreements. Deviation from and/or addition to these general terms and conditions can only be made with written and express agreement.

1.2. Acceptance of these general terms and conditions also implies that the Client completely waives the application of its own general terms and conditions.

1.3. The possible nullity of one of the provisions of these general terms and conditions does not result in the nullity of all its provisions nor of the part of the provision that is enforceable and not contrary to mandatory law. In such a case, the parties will negotiate in good faith to replace the unenforceable or conflicting provision with an enforceable and legally valid provision that aligns as closely as possible with the purpose and scope of the original provision. If such a clause cannot be replaced by mutual consent, the competent Court shall have the power to replace the void clause with a valid clause.

1.4. Failure to claim a right or the non-application of a sanction by the Contractor never entails a waiver of law.

### **Article 2: Conclusion of the contract – quotation**

2.1. Every proposal is made by the Contractor without obligation and is therefore not a binding offer. The contract shall only be concluded between the Contractor and the Client after written confirmation by the Contractor of the Client's order or (commencement of) implementation of the agreement by the Contractor. The Contractor reserves the right to request an advance payment (see Article 3).

2.2. The Client must provide all information to the Contractor that is necessary to be able to carry out the assignment effectively. Responsibility for the accuracy of the information rests solely with the Client. The transfer of this information must be done at no

cost to the Contractor. The Contractor may assume that the information received is correct, but also has the right to suspend the agreement in order to have the accuracy of the information provided checked.

2.3. The quotations and confirmations of orders only apply to the characteristics explicitly stated therein.

### **Article 3: Price, invoicing and payment**

3.1. Unless otherwise agreed in writing between the parties, the agreement shall be executed at prices at an hourly rate of 125 EURO per HOUR. If fixed prices are given, these are considered as an agreement on unit price. The prices that apply are those of the last price communicated by the Contractor. No rights can be derived from obvious typographical, printing or writing errors in (online) catalogues or price lists.

3.2. The prices are shown excluding VAT, unless explicitly stated otherwise, and are indicated in euros. The stated price does not cover any "additional works" (further instructions) which the Client and Contractor subsequently agree. Additional/further works/instructions always give rise to additional invoicing, without requiring a written agreement from the Client. The implementation of these works proves the instruction as well as the agreement to it. The Client therefore waives Art. 1793 of the Belgian Civil Code.

3.3. Unless otherwise agreed, the Contractor has the right to request an advance payment of 100% or less before the services can be performed. In the absence of timely payment of the advance, the current assignments may be suspended by the Contractor, without prior notice of default and without compensation for the Client. The Contractor also reserves the right to submit interim invoices. If the Client owes the Contractor any payment during the execution of the assignment, the Contractor is entitled to suspend its obligations under the agreement until the day on which the Contractor has received payment and without the Contractor having to pay any compensation to the Client and/or to third parties.

3.4. The Contractor's invoices are payable on receipt and without discount, at the operational address, within 30 days of the invoice date. Costs associated with the payment are solely to be borne by the Client.

3.5. In the event of non-acceptance of the invoices, the Client must make its objections known in writing to the Contractor by registered letter within 8 days of the invoice date.

3.6. In the event of non-payment of an invoice by the due date at the latest, a default interest of 1% per month on the unpaid invoice amount shall be due by operation of law and without prior notice of default. Likewise, a flat-rate fee of 10% of the invoice amount

still owed (with a minimum of EUR 75.00) will become due by operation of law and without prior notice of default, without prejudice to the Contractor's right to claim higher compensation subject to proof of higher actual damage suffered.

3.7. Failure to comply with the payment conditions, for whatever reason, gives the Contractor the right to suspend all supplies and services at the risk of the Client. After suspension, the Contractor will itself decide when it can restart the implementation of the agreement, depending on its diary commitments and scheduling, without any obligation for compensation due to delay.

If the Contractor suffers loss as a result of this suspension (whether direct or indirect), the Client is obliged to pay compensation. In such circumstances, the Contractor may cancel the services still to be performed. Compensation is then payable to the Contractor which is equal to the services already performed plus damages of 50% of the consideration that would have been due in the event of full implementation of the assignment. The Contractor also has the right to claim the loss actually suffered by it if this is higher.

3.8. In the event of unilateral cancellation of the order by the Client after the agreement has been concluded, the Contractor is entitled to charge a cancellation fee equivalent to 50% of the agreed price.

3.9. Non-payment by the due date is considered a serious default, which gives the Contractor the right to claim rescission of the agreement.

3.10. In the absence of payment on the due date of one invoice, all invoices will become immediately due and payable by operation of law and without any prior notice of default.

3.11. The Client is obliged to pay the invoices in full and on time even if the invoices are disputed and the Client is therefore not entitled to suspend its payment commitments.

#### **Article 4: Delivery and implementation period**

4.1. The agreement is entered into for a precisely defined assignment unless the parties expressly and in writing agree otherwise.

4.2. Unless otherwise agreed in writing, implementation must be effected within a reasonable period of time. If certain other assignments are received, including assignments from other Clients, to which the Contractor must reasonably give priority, the Client will accept this, without compensation being due in that event.

4.3. The implementation periods communicated by the Contractor are purely indicative unless a departure therefrom has been expressly agreed in writing. Delay in implementation can never give rise to any compensation whatsoever, nor give rise to rescission of the agreement. Articles 1143 and 1144 of the Belgian Civil Code

do not apply to the agreement between the Contractor and the Client.

4.4. The implementation period shall be automatically extended in the event of:

- delay / impediment as a result of materials/information that are not transferred by the Client to the Contractor on time, or
- changes to the agreed assignment at the instigation of the Client and accepted by the contractor.

#### **Article 5: Implementation modalities**

5.1. The Contractor will implement the agreement to the best of its knowledge and ability, in accordance with the industry standards and the requirements of good professional practice. To that end, it may do, or choose not to do, anything which it considers to be in the interests of the assignment. This obligation has the character of a "best efforts commitment".

5.2. If and insofar as proper execution of the agreement so requires, the Contractor has the right to have certain activities carried out by third parties. The Contractor explicitly declares that it is not liable for defects of these third parties, even if they are intentional defects.

5.3. The Contractor may request interim acceptances. The Contractor has the right to wait before commencing a new phase until the Client has explicitly accepted the old phase.

5.4. Information and/or advice provided by the Contractor to the Client are without obligation. No rights can be derived from such information and/or advice.

5.5. The Client indemnifies the Contractor against claims by persons whose personal data are registered or processed in the context of a personal registration held by the Client, or for which the Client is responsible by law. The responsibility for data processed by the Client using a service of the Contractor lies entirely with the Client. The Client indemnifies the Contractor against any legal action by a third party, for whatever reason, in connection with this data or the execution of the agreement.

5.6. The Contractor cannot be held liable for the use and processing of works on which intellectual property rights are based and which are transferred to it by the Client, with the intention that these should be processed in the execution of the assignment agreed between the parties. The Client will indemnify the Contractor against all losses that would result from any infringement. Unless expressly agreed, the carrying out of research into the existence of trademark rights, drawing or design protection, patent rights, copyrights and portrait rights of third parties does not form part of the assignment.

5.7. The Client will adequately secure its systems and infrastructure and have antivirus software in operation at all times. The Client is also responsible for keeping its own applications, services and

infrastructure up to date for interoperability with the products and services of the Contractor.

5.8. The Contractor may, whether in the context of the assignment or not, take any sample or any item into safekeeping at the request of the Client. The Contractor is free to refuse such a request for safekeeping or to set conditions for it. The Contractor may at any time terminate the instruction for safekeeping subject to a reasonable notice period, which may not exceed two months. After the end of the assignment, the Contractor will keep any sample or item which has been held in safekeeping for another six months, unless otherwise agreed in writing, after which the sample or the item will be destroyed, unless the Client comes to collect the goods beforehand at its own expense. The costs of destruction are borne by the Client.

#### **Article 6: Delivery, guarantee and liability**

6.1. Any complaints regarding the services provided must be reported to the Contractor in writing and in detail without delay and no later than 5 days after supply. Complaints formulated after the expiry of this period will not be accepted by the Contractor.

6.2. Any hidden defects in the services provided must be reported to the Contractor in writing and in detail without delay and within 5 days after discovery.

6.3. Claims concerning the liability of the Contractor for any defects must be subject to legal proceedings by no later than 6 months after the supply of the services. Complaints formulated which are not in accordance with this double deadline requirement will not be accepted by the Contractor.

6.4. The Contractor is not liable for any defects, with the exception of defects caused wilfully by it.

6.5. If the Contractor is liable for any damage, then the Contractor is only liable for direct damage suffered by the Client and liability is in any event limited to the amount that the Contractor invoices or has invoiced for the execution of the non-compliant part.

6.6. Under no circumstances is the Contractor liable for indirect damage (e.g., but not exhaustively, commercial losses, consequential damage, loss of profits, damage due to loss of data, missed savings, reduced goodwill, or damage arising from customers of the Client). The Contractor can absolutely not be held liable for the fact that certain objectives are not achieved.

6.7. If the Client makes repairs or changes to goods that are the subject of the Contractor's assignment, or resells these goods, the Client completely forfeits its right to compensation.

#### **Article 7: Pledge on claims for security of payment**

The Client grants the Contractor a pledge on all its movable (future) physical and intangible movable property. The pledge entitles the Contractor to be paid as a priority over the other creditors of the Client from the proceeds of the liquidation of those goods of the Client. The pledge also extends to all claims

that replace the encumbered goods and to the fruits that the encumbered goods produce. The pledge guarantees all (existing and/or future) claims of the Contractor arising from this agreement up to a maximum of the principal amount and the incidental charges such as interest, damages and enforcement costs / all legal costs in connection with it. By signing this agreement, the Client authorises the Contractor to make the necessary registration of its pledge in the National Pledge Register. The Contractor has the right to choose how the pledge is enforced.

#### **Article 8: Termination of the contract**

8.1. The Client has the right, when applying Article 1794 of the Belgian Civil Code to terminate the agreement unilaterally for any reason, provided that payment has been made for all services provided by the Contractor and subject to payment of compensation which is fixed at 50% of the total contract price excluding VAT. However, the Contractor reserves the right to claim higher compensation if justified.

8.2. The agreement terminates by operation of law without prior notice of default or judicial authorisation when the Client is in a state of bankruptcy, its credit has been compromised, or in the event of winding-up or dissolution of the Client, without prejudice to the Contractor's right to claim damages.

If, in the opinion of the Contractor, the Client's credit, financial position or payment behaviour justifies this, the Contractor is entitled to demand prior payment in full for assignments still to be executed, or to request (other) security. If the Client refuses to comply with the Contractor's request within 15 days, the Contractor reserves the right to rescind the agreement immediately, unilaterally and without payment of any compensation on its part. Where applicable, the Client shall be liable for fixed-rate damages, estimated at 50% of the consideration that would have been due in the event of full execution of the contract excluding VAT. However, the Contractor reserves the right to claim higher compensation if this is justified because of higher, actual damage suffered.

8.3. In the event of a serious breach of contract, the Contractor has the right to rescind the agreement by operation of law and without prior judicial authorisation at the expense of the Client if it has served notice by registered letter on the Client to comply with its obligations within 15 days. In such a case, the Client shall be liable for fixed-rate damages, assessed at 50% of the consideration that would have been due in the event of full execution of the assignment excluding VAT, without prejudice to the Contractor's right to prove and claim higher damages.

8.4. The ability to annul the agreement on the grounds of mistake is expressly excluded between the parties.

#### **Article 9: Specific and additional provisions in relation to commission agreements**

9.1. The provisions in this Article 4 apply specifically where a commission agreement is concluded between the Parties. The other provisions of this Agreement, if not contrary or in conflict with the provisions of Article 4, will also apply to the commission agreement.

9.2. The Contractor has the obligation to inform the Client with regard to modalities of the transaction. In the absence of notification to the contrary by the Client within 24 hours, the Contractor may assume that the modalities are accepted.

9.3. The Contractor will only have the obligation to keep the identity of the Client secret if the latter has requested this no later than before the start of the assignment.

9.4. The Contractor will carry out its assignment to the best of its abilities, and in the manner that, given its experience and practices in the sector, are, in its opinion, the most appropriate. The Client declares that it has the necessary confidence in the Contractor's insights, and, among other things, the price obtained by the Client.

9.5. The Contractor reserves the right to deduct the commission agreed between the parties with priority from the sales price received, as a result of which the Contractor will only have to deliver the balance to the Client. This right also applies to commissions from other contracts that may remain unpaid.

9.6. The Client undertakes to indemnify the Contractor against all claims that third-party buyers may bring against the Contractor regarding the goods sold.

#### **Article 10: Force majeure**

10.1 The Contractor is, as a matter of law, released from and not obliged to fulfil its obligations or pay compensation to the Client in the event of force majeure. "Force majeure" means a situation in which the execution of the contract by the Contractor is prevented in whole or in part, whether temporarily or not, by circumstances beyond the will of the Contractor, even if this circumstance was already foreseeable at the time of the conclusion of the contract. The Contractor is not obliged to prove the unattributable or unforeseeable nature of the circumstance of force majeure.

Without seeking that the list be exhaustive, the following circumstances shall certainly be considered as falling under force majeure: malfunctions of the internet or other telecommunications facilities, delays or absence of deliveries by suppliers of the Contractor, destruction of goods, strike or lock-out, fire, riot, war, epidemic, flooding or deluge, a decision or interventions by the government (including refusal, suspension or cancellation of a permit, licence or concession, or lockdown), weather conditions and/or traffic jams.

10.2. In such a case, the Contractor undertakes to make all reasonable efforts to limit the consequences for the Client of the

force majeure situation. If the Contractor has already partially fulfilled its obligations or can only partially comply with its obligations upon the occurrence of the force majeure, the Contractor can invoice the already delivered part separately, or deliver and invoice the part to be delivered.

#### **Article 11: Applicable law – jurisdiction provision**

11.1. This agreement, as well as all other agreements between the parties, are exclusively governed by Belgian law.

11.2. All disputes arising out of or related to the current agreement shall be subject to the exclusive jurisdiction of the Courts of the judicial district of Antwerp, Antwerp Division.