

advensys General Terms and Conditions

Available from: www.advensys.be

Article 1 – Scope

These general terms and conditions apply to all agreements entered into between advensys S.A., company n° BE0869.703.879, 57 rue François Bossaerts, 1030 Brussels (hereinafter "advensys") and its Customers (hereinafter the "Customer") regarding the products and services provided by advensys, as well as, generally, all of their business relations. Where applicable, these general terms and conditions are supplemented by special conditions.

Our general and special terms and conditions may only be modified by express, written agreement between the parties. They are deemed accepted by the Customer simply by an order being placed, even if they contradict the Customer's own general and special terms and conditions. These general and special terms and conditions only commit advensys if they are the subject of express, written acceptance. The agreement of advensys may not, under any circumstances, presume that we have accepted the contract without raising objections to stipulations that refer to the general and special terms and conditions of the Customer, as well as other, similar, provisions.

advensys reserves the right to amend these terms and conditions at any time without any formality other than to notify the Customer by posting a notice to that effect online and/or to make modifications to the general terms and conditions online, which may be viewed on this website: www.advensys.be

Article 2 – Precautionary measure prior to placing an order

Prior to signing the agreement, the Customer will gather all the advice required and will also ensure that the hardware, software and/or services that it intends to order actually correspond with its needs and the use it intends to make of them. advensys accepts no liability for errors of choice or assessments on the part of the Customer and/or the appropriateness of the Software, Hardware and/or Services regarding the intentions of the Customer. Under the terms of the Customer's order, the provisions of the contract cover the granting of a licence for the Software, the supply of Hardware associated with the granting of said licences and/or the Services provided by advensys.

Article 3 – Orders

Any order placed by the Customer binds it accordingly. The employees, sales representatives, agents or intermediaries of the Customer are assumed irrefutably to have the mandate required to commit the Customer vis-à-vis advensys. Any order for which the invoice is sent to a third party at the request of the principal placing the order renders both the principal and the third party jointly and severally responsible for the fulfilment of all of the obligations provided for in the general and special terms and conditions.

Our employees, sales representatives, agents and intermediaries have no power whatsoever to commit advensys. Price quotes, purchase orders and order confirmations signed by them do not bind advensys until written ratification is given by a director or manager duly authorised to do so, except if they have already been the subject of the commencement of delivery or services. advensys reserves the right either to cancel an order that has not received the proper ratification, or to ratify the order at that time.

Article 4 – Charges

The prices stated in our price sheets, price quotes and order confirmations are indicative only and may be modified by advensys without notice until such time as the contract has been entered into. In the event of the price of the products supplied or services provided by a third party being increased after the contract has been entered into, advensys will have the ability to pass on this increase in the contract price by notification sent to the Customer by registered letter. This passing on of increases is deemed accepted by the Customer five days after the notification is sent and no objection has been

made by the Customer by registered letter within that time. If the Customer does not agree, advensys will be able to cancel the contract unilaterally by sending simple notification by registered letter, without compensation.

All of our prices are net, exclusive of VAT, ex the advensys operating office, with taxes and charges in addition. Products are shipped at the Customer's sole risk, even where sale or delivery is free of charge.

Article 5 – Services

advensys is only required to supply the products and provide the services expressly specified in the order confirmation or signed contract. All other products and services will be charged to the Customer at the rates in effect, which are available on request. Any order for the provision of Services from advensys triggers obligations as to means on its part, to the express exclusion of any obligation as to results. The length of the Services contracts is stated in the special conditions. Unless notice is served by registered letter within the periods stated in the special conditions or, failing that, three months before the due date, contracts entered into for a fixed term will be renewed tacitly for periods of one year.

Article 6 – Lead times

Unless expressly agreed in writing to the contrary, lead times are only given as an indication and are not binding. Any delay in delivery of a product or provision of a service may not under any circumstances lead to the cancellation of an order or compensation, except where there is wilful misconduct on the part of advensys.

advensys expressly reserves the right to proceed with partial deliveries, making up as many partial sales. Under no circumstances may such a partial delivery justify a refusal to pay for the products delivered.

Should circumstances render delivery of a product or provision of a service impossible – particularly in the event of a case of force majeure such as a strike, lock-out, accident, adverse weather, blockage, a ban on imports or exports, cessation of production or delivery by the manufacturer, etc. – advensys expressly reserves the right to supply products equivalent to those stated in the order, or to cancel the undertakings of advensys to the Customer, entirely without compensation. Cases of force majeure also include cases of force majeure affecting suppliers to the parties, improper fulfilment of their obligations by suppliers imposed on advensys by the Customer, mains power cuts and malfunctions preventing the circulation of data, insofar as the cause of the situation is not attributable to the parties themselves.

When advensys does not respect a delivery deadline, the Customer will first warn advensys and grant it a reasonable period of time to fulfil its obligations. This provision does not apply if the contract provides for other conditions.

Article 7 – Complaints

Any complaint relating to products delivered or services provided must reach advensys in writing within a period of five working days following the date on which the service was provided or the product received, stating the number of the despatch slip. Once this period has expired, the service or product will be deemed definitively approved by the Customer and no further complaint will be taken into consideration.

Any dispute relating to an invoice, other than disputes dealt within in article 7, must be sent to advensys by registered letter within a period of five working days following receipt of the invoice. Receipt is assumed to have occurred within a period of three working days following the date stated on the invoice. Once this period has expired, no further dispute will be admitted. A dispute does not justify suspension of payment.

Article 8 – Invoicing

The actual quantities for each product are stated on the invoice for the subscription.

Modifications to the licence may be requested in writing, taking account of the standard notice period. advensys indexes its prices each year, based on the Consumer Price Index for the period from July to July.

All invoices are sent by e-mail in PDF format. Invoices are due for payment within 14 days after receipt of the invoice, in full and without discount, unless agreed otherwise. Any late payment will result in the immediate suspension of services.

The cancellation option stated in article 1794 of the Civil Code is not applicable to advensys contracts.

Deposits paid by the Customer will be adjusted against the price of the order. Such deposits constitute the commencement of fulfilment of the contract and not payment in advance, which, if abandoned, would authorise the Customer to be released from its obligations. Without prejudice to the guarantees stated elsewhere in this document, products delivered remain the property of advensys until the principal amount and all accessory amounts have been paid in full. Until the payment mentioned above has been made in full, the Customer is expressly forbidden from making use of the products delivered and in particular from transferring their ownership, pledging them or encumbering them with any surety or privilege of any kind. As necessary, the clause above is deemed reiterated prior to each delivery. The Customer also undertakes to warn advensys without delay by registered letter of any seizure carried out by a third party.

Should any payment of all or part of an invoice not be made, the outstanding amount will automatically be increased, without notice, by an amount of interest of 10% per annum, charged for every month commenced or part thereof. In addition, any invoice unpaid on its due date will automatically be increased, without notice, by a fixed and irreducible amount of compensation of 10% of the outstanding amount, with a minimum of EUR 125.00. Finally, failure to pay any invoice by its due date, a disputed invoice for which the dispute has not been accepted, any application for an out-of-court or court-ordered payment arrangement, suspension of payment, or any other issue that may imply the insolvency of the Customer, will automatically and without notice make all other outstanding invoices payable immediately. In addition, any of these situations will confer on advensys the right to suspend all of its obligations, without any prior formality, and to cancel all or part of any current contracts with no formality other than notification by registered letter and without compensation.

advensys has the right to cancel the contract with immediate effect if the Customer does not respect its obligations, or if it has requested suspension of payments or if it is declared bankrupt.

All hardware supplied or installed while work is being carried out will be the subject of separate invoicing.

Article 9 – Warranty

Unless provided for to the contrary, hardware sold is under warranty for 1 year from the date it is first installed. The warranty on products sold is limited to the guarantee provided by the manufacturer, well known to the Customer, or about which the Customer is expected to obtain full information before entering into the contract and, where applicable, to the extended warranty programme entered into by individual agreement. In particular, the warranty does not include the effects of the following: insufficiencies or failures in the hardware environment, software, telecoms, power supply, etc.; consumables and the normal wear and tear of parts; the addition or connection of hardware or software not included in the contract; modifications made to the products supplied without our prior written consent; all cases of force majeure and mandatory regulations, etc.

If the manufacturer's guarantee does not cover on-site work, the Customer will be responsible for returning the defective hardware, at its own expense, to advensys, which will handle the follow-up of the claim with the manufacturer.

Should the Customer request work on-site to be carried out outside the maintenance contract, this work will be invoiced at the rates currently in effect. Work carried out by advensys is not covered by this warranty. Under no circumstances does advensys guarantee hardware or software that is not suited to deal with a particular issue or activity at the Customer. Also, any defect not known to advensys that may affect the software is not covered by the warranty. Application of the warranty

assumes that the products supplied are used in a responsible manner, in line with the terms of the price quote or under normal operating conditions mentioned in the catalogues, technical notices and manuals made available to the Customer.

The Customer undertakes to maintain the software supplied in peak condition. It will also bear the cost of acquiring new versions of the software.

Article 10 – Liability

advensys and the Customer are not liable to one another in the event of force majeure, within the meaning of the law. Cases of force majeure also include those cases affecting the parties' suppliers, the improper fulfilment of their obligations by suppliers imposed on advensys by the Customer, breakdowns in the mains power supply and malfunctions that interfere with the circulation of data. This is to the extent that the situation is not attributable to the parties themselves.

Under no circumstances may the contractual or non-contractual liability of advensys be invoked on account of damage caused to persons and property other than the products supplied or the products that are the subject of services provided. advensys is not responsible for paying any compensation to the Customer or third parties for indirect damage (including, but not limited to: loss of turnover, loss of profit and missed opportunities, any loss of or damage to data, loss of clientele, etc.), except where such damage or losses result from deliberate acts on the part of advensys. It is the responsibility of the Customer – and in any event before any technical work is carried out – to make regular backup copies of its operating systems, applications and data.

In any event, if the liability of advensys is established for reasons of incorrect fulfilment of the contract, the total amount of compensation that we may be required to pay will not exceed the price, excluding VAT, of the work carried out or the service provided, or of the hardware directly damaged by our services or the product supplied that is damaged.

No legal action by the Customer, on whatever grounds, may be lodged against advensys more than one year after the event on which the action is based took place.

The Customer undertakes to test the proper functioning of its programs before commissioning them. advensys will do everything reasonable in its power to ensure the operating precision of the programs, documentation, advice and work it is required to carry out pursuant to this contract. For blocking problems, advensys is required to do as much as it can to resolve the Customer's problem as quickly as possible. The Customer is requested to provide advensys with a list of "blocking problems" in order to avoid any non-specific interpretations.

advensys undertakes to remedy, to the best of its knowledge, any errors or failings that may occur in the programs or other work for which may be directly attributable to it.

The liability of advensys in the context of fulfilling this contract is limited to serious misdemeanours and major cases of negligence. Any claims for damages and interest from the Customer are limited to an amount of 5000 euros per claim, even if the claim stems from multiple serious misdemeanours and major cases of negligence by advensys.

advensys may not be held liable for cases of force majeure, such as fires, water damage, interruptions to the power supply, strikes, war, lack of staff, lack of transport and delays by advensys suppliers, as well as for breakdowns or interference due to the weather and viruses.

The liability of advensys may also not be invoked where work by the Customer or an outside provider needs to be carried out on the advensys software or on the systems installed by advensys for technical or security reasons.

Recourse by the Customer against advensys for damage attributable to advensys lapses one year after notification of the event leading to the damage.

Article 11 – Miscellaneous

Throughout the whole of the contract for the provision of services and for a period of six months after it has ended, the Customer will refrain from any attempt to employ or effect the direct or indirect

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employment of any member of advensys staff, subject to paying an irreducible amount of compensation of EUR 30,000.00 per staff member concerned, without prejudice to the right of advensys to claim compensation for a higher amount of damages, where applicable.

advensys reserves the right to mention the name of the Customer and/or its logo on its website or in its communications, for the sole purpose of promoting the services of advensys and the modulo brand. Any quote or testimonial will be the subject of an express request for permission to the Customer and will only be disseminated after the Customer's formal consent has been given.

Article 12 – Applicable legislation

Should any clause or part of a clause in these terms and conditions be declared null and void, it will not affect the other clauses or parts of clauses and the clause or part of clause in question will be replaced, as far as possible, by a valid provision of equivalent effect. This contract is governed exclusively by Belgian law. Any dispute relative to its interpretation, execution and termination will come under the sole jurisdiction of the courts in Brussels and, where applicable, the justice of the peace for the 1st canton of Brussels. The rules of the Vienna Convention, applicable to international sales contracts for goods, are excluded.

advensys reserves the right to modify the SLA and the general terms and conditions. These modifications will be published in the Customer Zone and, in the event of significant changes, the contact persons for the subscription will be notified by e-mail. advensys guarantees that details of the SLA and the General Terms and Conditions currently in event will be available in the Customer Zone.