

VALIDITY - SCOPE

These terms and conditions are an essential part of all EQUISIO BV quotation slips, order slips and invoices, a trade name registered in the intersection bank of companies under the registration number 0760.693.992, and apply to all offers and services of EQUISIO BV to the client, excluding all special or general conditions of the client. The client expressly declares to have knowledge of these terms and conditions and to accept them. Derogations can only be made from these general terms and conditions by express and written consent of EQUISIO BV. Any invalidity or invalidity of any of these conditions does not mean the nullity of the other terms or of the contract. The applicability of the Vienna Convention is excluded.

QUOTE, INVOICING AND PAYMENT

What was not included in the tender is not included and may result in an additional cost. Also, any change to the quote by the contractor, the global price expires. EQUISIO BV is then entitled to create a new price based on the new data, and to charge additional costs.

Our offers will expire if they are not signed by the contractor within 30 days of issue. Signature is accepted by the contractor.

When the client cancels a contract, or terminates his contract, EQUISIO BV is entitled to a flat-rate compensation ad by law and without prior default. 30% of the total tender, subject to evidence of additional damage.

Unless otherwise agreed in writing, the payment is made in cash. Prices do not include VAT and other excise duties.

The invoice will not be considered fulfilled until the full amount indicated on the invoice was received by EQUISIO BV, including costs and interest and increases clauses. Compensation is not allowed.

Payments made in the hands of intermediaries or appointees who are not expressly and in writing authorised by EQUISIO BV are unlawful.

EQUISIO BV shall be entitled at all times, including during the implementation of the agreement, to recover the necessary guarantees and guarantees, in order to continue its work.

SANCTIONS

In the absence of timely payment, a flat-rate lump sum will be subject to a flat-rate compensation required his ad. 10% of the price of total performance, subject to evidence of greater damage. Any delay in payment will also require a legal and without the need for prior default. Delay interest ad. 10% a year. Where the Late Payment Act of 2/08/2002 applies, the highest possible interest shall apply in accordance with this Law.

In the event of non-payment, EQUISIO BV is also entitled to postpone, suspend or cancel all current services or obligations without such action being regarded as a refusal to supply or perform the service. EQUISIO BV is also entitled, if the contractor fails to fulfil its contractual obligations, without the need for judicial intervention, to terminate all or part of the contract.

In the case of non-timely payment of one invoice, all outstanding invoices will be payable.

COMPLAINTS AND LIABILITY

To be valid, complaints must arrive at EQUISIO BV within 10 calendar days of delivering the last performance.

EQUISIO BV's liability under the agreement is expressly limited to EQUISIO BV's professional liability.

Any claim relating to business damage, exploitation or other indirect damages is excluded. The contractor shall protect EQUISIO BV from all claims by third parties concerning damage, whether or not directly caused by the goods supplied or by EQUISIO BV's appointees, both contractual and non-contractual.

JURISDICTION AND APPLICABLE LAW

These terms and conditions are drawn up according to and are governed by Belgian law.

All disputes relating to the implementation or explanation of the contractual relationship between the parties fall within the exclusive jurisdiction of the Courts in Antwerp.