

## **General terms of provision of services**

### **1. Scope of the present general conditions and possibility to modify them**

1.1. The present general conditions of sale are applicable to all orders for provision of services, hereafter « the Services », placed with the SCRL PHUSIS, with its head office in 1050 Bruxelles, Rue Augustin Delporte 54, registered with the BCE under number 0479.858.802, hereinafter referred to as « Phusis ».

These shall be regarded as accepted by the customer from the placement of his order, unreservedly and without restriction.

Consequently, the customer waives therefore any contradictory document and in particular his own general and/or particular terms, even when they provide an exclusive application

1.2. Any deviation from these general conditions must, in order to be valid, be previously and expressly approved in writing by Phusis.

The provisions to which no explicit exception is made remain in force.

### **2. Effectiveness of tenders**

2.1. Except where otherwise stipulated in writing, the tender validity period of Phusis shall be 30 days from the date of their dispatch. After this period, the customer will not be able to invoke it and will have to request a new quotation from Phusis.

2.2. The prices specified in the quotation cover only the performing of the Services described therein, excluding any other service.

2.3. The quotation is established on the basis of the information provided by the customer. In the event of any change of the service desired, Phusis will be entitled to review its quotation.

### **3. Price - payment – right of suspension exercised by Phusis - dispute**

3.1. All prices of Phusis are in euro VAT excluded.

3.2. Any increase of VAT or any new tax imposed between the moment of order and the service delivery will be at the expense of the customer.

3.3. All invoices are payable within 30 days of receipt by electronic bank transfer to the account of Phusis n° BE40-0682-3804-1663 at the Belfius bank.

3.4. Any amount of invoice remaining, partially or totally, unpaid at its due date will result

as of right and without prior notice in the application of a late payment interest, in accordance with the provisions of the law of 2 August 2002 on combating late payment in commercial transactions and will furthermore result in the charging of a lump sum compensation equal to 10% of the unpaid principal (with a minimum of 40,00 €) by way of penalty clause.

3.5. In the event that (i) the Services would give rise to the issuing of one or more subsequent invoices, and/or (ii) if all or part of the Services should still be delivered after the issuing of an invoice, Phusis will be entitled as of right to suspend the provision of Services pending payment of the invoice(s) previously due and left outstanding, without prejudice to the early termination of the service contract under the terms of article 4 of the present conditions.

3.6. Any claim relating to an invoice must be notified at the head office of Phusis by registered letter within 8 days from receipt. Failing that, the invoices shall be conclusively considered to be accepted and will be ineligible for dispute.

#### **4. Termination of the contract**

In the event that the customer would remain in a default position to pay the invoice(s) issued by Phusis more than 30 days as from the settlement date, Phusis can terminate its services with immediate effect, upon notification by registered letter but without any formal notice or judicial authorization being necessary. In that event, the customer will remain liable for all amounts charged by Phusis and remaining outstanding, together with late payment interest and penalties as defined in article 3.4 of the present conditions.

#### **5. Implementing rules**

5.1. The Services will be provided from the date mentioned in the contract concluded between the parties and based in a mutually agreed timetable. Phusis shall in no event be held liable for a timeout attributable to the customer, third parties or a case of force majeure.

5.2. Phusis undertakes to provide the Services in giving his best efforts and with the care, diligence and caution required from any service provider. It is agreed between the parties that the obligations imposed on Phusis are obligations of means and not obligations of result.

5.3. Phusis will provide the Services on an autonomous basis and fully independently of the customer and will thus be free to perform and organise his activity as he deems most appropriate for the performance of his tasks.

In the performance of the present contract, Phusis will only be guided by the guidelines and strategies established by the customer, the necessity of which is recognized and which constitute the necessary framework in which Phusis performs his tasks, fully independently.

5.4. Phusis will however, throughout the period of the contract, refrain from any activity incompatible with the customer's interests.

5.5. Neither the contract concluded between the parties, nor the performance of the contract shall be interpreted as establishing between the Parties any relationship of (i) subordination employer-employee, (ii) master-servant or (iii) commercial agent.

5.6. Without prejudice to its independence, Phusis will act in close cooperation with the customer.

5.7. The customer will make available to Phusis all information which could contribute to the successful implementation of the contract, and undertakes to make himself available in accordance with the agreed timetable. The potential non-availability of the customer would not affect his financial obligations, as defined in article 3 of these conditions.

## **6. Intellectual property**

6.1. Phusis will transfer, for himself and those entitled under him, to the customer who accepts under the conditions hereinafter laid down, all its intellectual rights as resulting from the provisions of articles XI.164 et seq. of the Code of economic law, relating to the deliverables created by him within the framework of the provision of Services. It is explicitly confirmed that this transfer concerns in no way the methodologies, confidential information and the know-how of Phusis which enabled the origin of the deliverables, and which remain the exclusive property of Phusis.

This transfer will take place as from the full payment of the price set out in article 3.3. of the present conditions and will concern all patrimonial and moral rights governed by the abovementioned provisions, on a final basis and with full ownership to the customer, for all forms of exploitation, whatever the medium, for all territories and for the entire duration of the assigned rights.

Without prejudice to the transfer of its rights, Phusis retains the right to make use of its deliverables within the framework of its professional activities, ensuring their anonymity.

6.2. Phusis guarantees to the customer the peaceful enjoyment of the assigned rights and undertakes not to take any action or to omit taking any action which could impede the exercise of its rights by the customer.

## **7. Limitation of liability and guarantees**

7.1. As a consequence of article 5.2. of these conditions, it is expressly agreed that the potential liability of Phusis for the provision of Services will be limited to an amount not exceeding the price actually paid by the customer for these Services, whatever the grounds for the customer's claim.

In addition, the customer agrees not to hold Phusis accountable (i) in the event of damage to any file, document or other information that he would have entrusted to him, and/or (ii) in the case of damage to property (buildings, facilities, equipment and furniture) of the customer.

Phusis makes reasonable efforts to preserve its e-mails from viruses or other defects from computers or an IT-system. It is however the responsibility of the customer to provide for appropriate measures in order to protect its computers and IT-system. Phusis shall have no liability for any loss or damage resulting from the receipt or the use of an email from Phusis.

Furthermore, Phusis shall not incur any liability for any loss of profits or other commercial disturbance that the customer would be subjected to, and/or requests or claims formulated towards the customer from any third party whatsoever, except in the case as referred to in article 6.2 of the present conditions.

7.2. The customer expressly agrees that Phusis quotes as reference the contract concluded between the parties and the services provided for its performance.

## **8. Confidentiality and processing of the personal data**

8.1. Both during and after the completion of the contract concluded between the parties, Phusis will respect the confidentiality of any information element, document, data or concept (hereafter the « Information ») of which it may have had knowledge within the framework of the provision of Services, and will refrain from any disclosure except :

- to the extent required by law or by the other party ;
- or to third parties bound to professional secrecy (lawyers, notaries...) or by duties of confidentiality (banks, impoundment) ;
- or for the needs of the execution of the contract or of the procedure in cases of dispute.

This confidentiality obligation will be binding on Phusis throughout the period of the contract and in any event until the Information :

- will be disclosed by the customer to third parties without limitation ;
- will become information of public property without liability for Phusis ;
- or will be made available to Phusis by other sources exempted from an obligation of confidentiality towards the customer.

8.2. Phusis further undertakes to ensure the strict observance of the relevant rules concerning the protection of personal data, as currently governed by the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

## **9. Governing law and jurisdiction**

Any dispute regarding the negotiation, the formation, the interpretation, the execution and the dissolution of the contract binding the Parties will be presented to the French-speaking jurisdictions of the Brussels district, implementing the Belgian law.