

GENERAL SALES CONDITIONS - SERVICE PROVISIONS

Article 1: General points

These conditions take effect as soon as the client has agreed on the offer made by Expansion Partners SA, either by post, email or fax, or as soon as a document signed by the hand of the client or by a representative authorised by the client has been received. The conditions listed in this document apply to the entire offer and to any other mission performed by Expansion Partners SA for the same client.

Article 2: Processing of data

Article 2.1: Information collected during the mission

The client shall freely use the results of the mission once it has paid the full price for it. As part of the free use of the mission results, the client may amend, supplement or rectify them, under its sole responsibility. The client shall acquire no ownership over any information acquired or expertise developed by Expansion Partners SA when this mission is completed, but only a non-exclusive right of use.

Article 2.2: Publication and reference

The client cannot communicate to third parties, in part or in whole, or even free of charge, any information acquired or expertise developed by Expansion Partners SA as part of its mission, or even reproduce it without the express and prior agreement of Expansion Partners. Expansion Partners SA is bound by the same prohibition under the same conditions, except with the authorisation of the client. Expansion Partners SA can, however, use the client's name as a commercial reference.

Article 2.3: Use of internal tools at Expansion Partners SA

Intellectual property rights relating to software, reports, designs, methodologies, materials and information developed remain the property of Expansion Partners and can in no event be used for commercial purposes by the client.

Article 3: Commitments

Expansion Partners SA commits to fulfil its contractual obligations with the greatest care in use in its profession and according to best current practice. If such is not the case, it is expressly agreed that, given the contract's aim concerning the completion of a mission, Expansion Partners SA is bound by a duty of means and that, if its liability is claimed in the performance hereof, the client cannot claim total compensation or damages greater than double the amount of sums that it has paid to Expansion Partners for the whole of the mission. Finally, all costs incurred by the late submission of data to the client required for the successful implementation of the contract shall be borne by the client.

Article 4: Employment and redundancy

Expansion Partners SA and the client undertake not to employ or lay off personnel of the other party who have participated in carrying out the contract throughout the performance of the contract and over the year following the cancellation of contractual relations.

Article 5: Confidentiality

Expansion Partners SA and the clients undertake to preserve the confidentiality of information and documents of any kind concerning the other party which they may have accessed during the performance of the contract, be that material economic, technical, etc. Both parties shall take all necessary measures vis-à-vis their personnel to ensure that they take responsibility for the secrecy and confidentiality of all documents and information stipulated in the subparagraph above. The contract's clauses and its annexes between Expansion Partners SA and the client are deemed confidential and, for this reason, they cannot be published or communicated to unauthorised third parties.

Article 6: Prices and details

The prices proposed in the tender budget are calculated exclusive of VAT and any other charges, or costs relating to delivery, postage, transport or storage. Expansion Partners SA reserves the right to modify its rates in the event of unexpected changes involved in the costs of salaries, telecommunications or any other material or service indispensable to accomplishing the mission. Prices are based on current rates, salaries and social security charges. Unless agreed otherwise in the contract, these prices shall be reviewed on the basis of the consumer price index. Expansion Partners SA undertakes to comply with the deadlines stipulated in the contract. No indemnification shall be due if the deadline is exceeded, unless it can be proven that the delay is due to organisation or a professional fault. Unless stipulated otherwise in our specific conditions, our offer validity period is one month. Our agents and representatives have no power to commit Expansion Partners. The sales it negotiates therefore become binding only after delivery of our written acceptance of the order.

Article 7: Cancellation clause

7.1. If the purchaser does not adhere to its contractual obligations, or cancels or terminates the contract, the agreement shall be terminated as of right and solely on the basis of the seller expressing its will to the purchaser by registered letter without prior formal notice.

7.2. If an invoice is not paid on its due date, the agreement shall be terminated as of right and solely on the basis of the seller expressing its will to the purchaser by registered letter without prior formal notice. The seller has the right to take back any goods supplied without involving the courts.

7.3. In the cases mentioned under 7.1 and 7.2, the purchaser must pay compensation equal to 35% of the price of the initial tender price (or of the balance) with a minimum of 350 euros. If this amount is lower than the seller's damages, it has the right to prove its damage by any means.

Article 8: All general conditions

These general conditions signed between Expansion Partners SA and the client the entirety of the parties' obligations. No information or documents can create obligations under this contract if they are not subject to an amendment signed by both parties.

Subject to modifications made by both parties, these general conditions are applicable through an express agreement accepted in writing. Without this list being exhaustive, the same applies to the conditions featuring in invoices, conditions stated in business documents and all personal letters sent directly or indirectly by one party to the other. No other technical, advertising or business documents of any kind and no correspondence prior to the signature of the contract may trigger obligations under the said general conditions.

Article 9: Disputes

In the event of disputes and after attempts to find an amicable solution, the competence is assigned to the courts of the judicial districts of Namur, despite multiple defendants or collateral.

Article 10: Choice of address

The parties choose their address to be at their head office.

Article 11: Payment

11.1. Unless a due date is expressly stipulated on this invoice, this is payable within 30 days from the day following that of the invoice date.

Delivery of the invoice amounts to an order to pay on the due date. Any delay in payment, without the need to address formal notice to pay, shall lead to flat-rate delay compensation of 15% of the invoice amount with a minimum of €65 by way of damages, without prejudice to the costs of legal advice (lawyers) and other costs (procedural costs) which shall be charged to the debtor with a conventional moratory interest equal to 1% per month at the date of delivery of the invoice pursuant to article 1152 of the Belgian Civil Code. Interests shall be calculated per 15 day period, each period started being considered as a debt due.

11.2. Our contracts concerning hosting, domain names, email addresses, maintenance and Vista Internet last for one year; they commence on the reservation date of the service in question and are tacitly renewable for the same duration, unless in the event of cancellation by registered letter three months before the due date.
In the event of non-payment on the due date, the Internet service shall be suspended immediately.

Article 12: Exemption clauses

Any circumstances which arise after the signature of the contract and are beyond the parties' control and prevent the execution of the contract are considered exemption clauses: industrial conflicts, fire, mobilisation, seizure, embargo, prohibition of currency transfer, revolution, shortage of means of transport, general shortage of raw materials, reduction in energy consumption, etc.

Whichever party invokes the above-stated circumstances must warn the other of this immediately in writing, as soon as they arise and disappear.

The occurrence of one of these circumstance releases both the purchaser and the seller from any responsibility.