

# GENERAL TERMS AND CONDITIONS

## Article 1 Definitions

1.1 B-fluence, located at Schaarbeekstraat 20B bus 06, with company number 0644.976.061, is referred to as the service provider in these general terms and conditions.

1.2 The counterparty of the service provider is referred to as the client in these general terms and conditions.

1.3 Parties are the service provider and the client together.

1.4 The agreement refers to the agreement for services between the parties.

## Article 2 Applicability of General Terms and Conditions

2.1 These conditions apply to all offers, work, agreements, and deliveries of services by or on behalf of the service provider.

2.2 Deviations from these conditions can only occur if expressly and in writing agreed upon by the parties.

2.3 The agreement always entails obligations of effort for the service provider, not obligations of result.

## Article 3 Payment

3.1 Invoices must be paid within 14 days of the invoice date unless the parties have agreed otherwise in writing or a different payment term is stated on the invoice.

3.2 Payments are made without any right to suspension or set-off by transferring the due amount to the bank account specified by the service provider.

3.3 If the client does not pay within the agreed term, they are in default by operation of law, without any reminder being required. From that moment, the service provider is entitled to suspend obligations until the client has met their payment obligations.

3.4 If the client remains in default, the service provider will proceed with collection. The costs related to this collection are borne by the client. If the client is in default, they owe the service provider statutory (commercial) interest, extrajudicial collection costs, and other damages in addition to the principal sum. The collection costs are calculated based on the Decree on Compensation for Extrajudicial Collection Costs.

3.5 In case of liquidation, bankruptcy, seizure, or suspension of payment of the client, the claims of the service provider on the client are immediately due and payable.

3.6 If the client refuses to cooperate with the execution of the assignment by the service provider, they are still obliged to pay the agreed price to the service provider.

## **Article 4 Information Provision by the Client**

4.1 The client provides all information relevant to the execution of the assignment to the service provider.

4.2 The client is obliged to provide all data and documents that the service provider deems necessary for the correct execution of the assignment in the desired form and manner in a timely manner.

4.3 The client guarantees the accuracy, completeness, and reliability of the data and documents provided to the service provider, even if they come from third parties, insofar as the nature of the assignment does not dictate otherwise.

4.4 The client indemnifies the service provider against any damage in any form arising from non-compliance with the provisions in the first paragraph of this article.

4.5 If and to the extent that the client so requests, the service provider returns the relevant documents.

4.6 If the client does not provide the data and documents required by the service provider, does not provide them on time, or does not properly, and the execution of the assignment is delayed as a result, the resulting additional costs and fees are borne by the client.

## **Article 5 Withdrawal of Assignment**

5.1 The client is free to terminate the assignment to the service provider at any desired time.

5.2 If the client withdraws the assignment, the client is obliged to pay the service provider the owed salary and the costs incurred.

## **Article 6 Execution of the Agreement**

6.1 The service provider executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship.

6.2 The service provider has the right to have work performed by third parties.

6.3 The execution is done in mutual consultation and after payment of any agreed advance.

6.4 It is the client's responsibility to ensure that the service provider can start the assignment on time.

## **Article 7 Duration of Assignment Contract**

7.1 The agreement between the client and the service provider is entered into for an indefinite period unless the nature of the agreement dictates otherwise or the parties have expressly and in writing agreed otherwise.

7.2 If the parties agree on a term for the completion of certain work within the duration of the agreement, this is never a strict deadline. If this term is exceeded, the client must give the service provider written notice of default.

## **Article 8 Amendment of the Agreement**

8.1 If during the execution of the agreement it appears that it is necessary for a proper execution of the assignment to change or supplement the work to be done, the parties will timely and in mutual consultation adjust the agreement accordingly.

8.2 If the parties agree that the agreement is amended or supplemented, the time of completion of the execution may be affected. The service provider will inform the client of this as soon as possible.

8.3 If the amendment of or addition to the agreement has financial and/or qualitative consequences, the service provider will inform the client of this as soon as possible in writing.

8.4 If the parties have agreed on a fixed fee, the service provider will indicate to what extent the amendment or addition of the agreement results in exceeding this fee.

## **Article 9 Force Majeure**

9.1 If the service provider cannot fulfill its contractual obligations due to force majeure, the period to fulfill its contractual obligations is extended by the same duration as the force majeure.

9.2 In these general terms and conditions, force majeure means, in addition to what is understood in law and jurisprudence, any independent circumstance beyond the control of the service provider, foreseeable or unforeseeable, which prevents the fulfillment of the agreement, including, but not limited to, riots, strikes, boycotts, blockades, sabotage, fire, lightning, machine breakdown, disruption, transport delays, delays in supply by third parties, and/or changes in laws and regulations making it reasonably impossible for the service provider to fulfill the agreement.

9.3 In case of hindrance to the execution of the agreement due to force majeure, the service provider is entitled to suspend the execution of the agreement for a maximum of 4 (four) weeks or to dissolve the agreement in whole or in part without judicial intervention, without the service provider being liable for any compensation.

## **Article 10 Complaint Obligation**

10.1 The client is obliged to report complaints about the performed work immediately in writing to the service provider. The complaint contains a detailed description of the shortcoming, so the service provider can respond adequately.

10.2 A complaint cannot lead to the service provider being obliged to perform other work than agreed.

## **Article 11 Liability for Damage**

11.1 The service provider is not liable for damage resulting from this agreement unless the service provider has caused the damage intentionally or with gross negligence.

11.2 If the service provider owes compensation to the client, the damage does not exceed the fee.

11.3 The limitation of liability also applies if the service provider is held liable for damage directly or indirectly resulting from the improper functioning of the equipment, software, data files, registers, or other items used by the service provider in the execution of the assignment.

11.4 The liability of the service provider for damage resulting from intent or conscious recklessness of the service provider, its supervisors, or subordinates is not excluded.

## **Article 12 Confidentiality**

12.1 Each party keeps confidential any information received (in any form) from the other party and all other information concerning the other party, which it knows or can reasonably suspect to be secret or confidential, or which it can expect that its dissemination may harm the other party, and takes all necessary measures to ensure that its personnel also keep the mentioned information confidential.

12.2 The confidentiality obligation mentioned in the first paragraph of this article does not apply to information:

12.2.1 that was already public at the time the recipient received it or has become public subsequently without a breach by the receiving party of a confidentiality obligation resting on it;

12.2.2 that the receiving party can prove was already in its possession at the time of provision by the other party;

12.2.3 that the receiving party received from a third party where this third party was entitled to provide this information to the receiving party.

12.2.4 that is disclosed by the receiving party based on a legal obligation.

12.3 The confidentiality obligation described in this article applies for the duration of this agreement and for a period of 3 years after its termination.

## **Article 13 Non-Hiring of Personnel**

The client does not hire employees of the service provider (or companies that the service provider has engaged for the execution of this agreement and who were involved (or have been involved) in the execution of the agreement) or have them work for them in any other way, directly or indirectly. This prohibition applies for the duration of the agreement and up to one year after its termination. There is one exception to this prohibition: parties can make other arrangements in good business consultation, which apply if recorded in writing.

## **Article 14 Governing Law and Dispute Resolution**

14.1 This agreement shall be governed by and construed in accordance with the laws of Belgium.

14.2 Any disputes arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of Belgium.

14.3 In the event of any dispute, controversy, or claim arising out of or relating to this agreement, the parties shall first seek to resolve the matter through mediation administered by the Belgian Centre for Arbitration and Mediation (CEPANI) in accordance with its rules. If the dispute is not resolved through mediation within 60 days of a party's request for mediation, it shall be finally settled by arbitration administered by CEPANI under its rules. The place of arbitration shall be Brussels, Belgium, and the language of the arbitration shall be English. The arbitral decision shall be final and binding on the parties.