

## 1. Agreement

- 1.1. These General Terms and Conditions are applicable to all offers and contracts under which ANROVA supplies goods and/or renders services of any nature whatsoever to Customer (which will be understood to include partners and end customers of ANROVA as well as end customers of the partners), even if such goods or services have not been specified (in detail) in these Terms and Conditions, unless expressly agreed upon otherwise between parties in writing. Any possible conditions of purchase or any other conditions of Customer will not apply, unless they have expressly been accepted by ANROVA in writing.
- 1.2. ANROVA shall be bound by its offers for four weeks unless otherwise foreseen. A contract becomes effective and is valid as of the acceptance by the customer of the offer without reservation or the signing of the contract.

## 2. Obligations of the customer

- 2.1. Customer will provide ANROVA with all relevant and accurate information necessary for ANROVA to fulfil its obligations.
- 2.2. Customer will be responsible for the choice, use and correct application in its organization of the services to be rendered by ANROVA as well as for administrative and calculating methods to be applied and for the safeguarding of data.
- 2.3. In case Customer cancels the contract, Customer will be obliged to pay all the expenses that have been made by ANROVA at the moment of cancellation with a minimum of twenty-five (25) % of the contract-value.

## 3. Obligations of ANROVA

- 3.1. ANROVA agrees to take every precaution to respect the terms and her obligations. ANROVA contractual obligations are obligations of means.
- 3.2. ANROVA has the right to subcontract every order, contract or all or certain services.

## 4. Prices and payment

- 4.1. Prices are set based on the data, volume and information supplied by the customer at the time of entering the agreement and will be revised if any of these elements or the size of work changes.
- 4.2. Prices do not include VAT, or any other tax, or transportation costs, which all have to be paid by customer
- 4.3. ANROVA will be entitled to adapt the value of the service rates and recurring fees to changed cost factors at the beginning of a new calendar year in each case. Such adjustments will be notified in writing two months before they enter into force at the latest. The customer will reimburse ANROVA for all expenses such as travel, subsistence and overnight accommodation expenses. Travel time will be considered as working time and will be invoiced to the customer within the limits of the ordinary service rates.
- 4.4. All prices and cost information are quoted in €.
- 4.5. The services by ANROVA shall be done within the office hours from 8AM until 6 PM The Customer shall pay a surcharge for services by ANROVA outside the office hours:
  - between 6 PM and 8 AM: + 50%, Saturday: + 50%,
  - Sunday and holidays: + 100%
- 4.6. Invoices are payable at the registered seat of ANROVA and within 30 days after the date of invoice, unless specified otherwise by Customer and ANROVA in writing. Payment will be made without any setoff or suspension for any reason whatsoever except where it has been decided by arbitral award or judgment of a court that Customer has a counter-claim capable of being set off or a reason for suspension. Invoices of ANROVA and their content are deemed to be accepted by Customer unless contested within 8 days after receipt of the invoice.
- 4.7. If Customer fails to pay the amounts due within the period agreed upon, interest will be due at the rate of 8% per year on the outstanding amounts, by right and without any prior notice of default being required. If Customer fails to pay the amounts due, within the period agreed upon, ANROVA can also claim in addition to the total amount then due, a lump sum of 15% of the total amount due and not less than 250 EUR.
- 4.8. All tangible goods (hardware, data carriers, documentation) delivered to Customer will remain the property of ANROVA until all amounts due by Customer for the goods delivered have been paid to ANROVA.
- 4.9. ANROVA will be entitled to stop the performance of its services under all contracts if the customer is found in arrears with payments.

## 5. Intellectual property - Copyright

- 5.1. Copyright and all other intellectual or industrial property rights, including patents, trademarks, registered designs and other similar rights in respect of its products, services, brands, logos, business materials and other items supplied to or put at the disposal of Customer in any manner whatsoever by ANROVA, including under warranty or maintenance, will exclusively be held by ANROVA.
- 5.2. All ANROVA IP is and shall remain the exclusive worldwide property of ANROVA and shall not be used by Customer or any other person without the express written approval of ANROVA.
- 5.3. Customer will not be permitted to remove or change any indication concerning copyrights, trademarks, tradenames or any other intellectual property rights from or materials and products.
- 5.4. Customer shall not perform any act which may damage, jeopardize or diminish the goodwill and reputation associated with the trademarks or which would interfere with or be detrimental to ANROVA's rights on the products, services, trademarks, trade names, patents, design rights and copyrights whether registered or not or invalidate any registration of the trade marks. Customer shall promptly notify ANROVA of any usage of ANROVA'S intellectual property or copyrights which could be detrimental to ANROVA
- 5.5. All proposals and offers of ANROVA, the ANROVA documentation and all test-and demonstration-computer programs made available by ANROVA to Customer are the property of ANROVA. They may not be copied by Customer or made available to third parties. In the event no contract is concluded between ANROVA and Customer, Customer will return to ANROVA all proposals, offers and other documentation and will not make further use of such.

## 6. Liability

- 6.1. ANROVA cannot be held responsible for an error, fault or concealment in the information supplied by the customer. ANROVA can neither be held responsible for loss of data.
- 6.2. ANROVA shall not be liable for:
- damages caused by an error, negligence of or unauthorized repair or use by Customer, or one of its employees or a third party, as well as in cases of non-compliance with the ANROVA guidelines by Customer, its employees or said third party.
  - if the customer used the goods or services for any other purpose than its intended purpose
  - if the customer failed to install and incorporate any enhancements provided by ANROVA which correct such defect
  - if the defect resulted from an unknown cause or abnormal unspecified conditions.
  - damages caused by its own employees or agents, except in case of serious fraud by the latter, and, in such case, only within the limits of the ANROVA insurance contract concerned.
- 6.3. ANROVA's liability for possible damage of whatsoever type is limited in all cases to the amount of the contract, i.e. the amount that Customer would have paid if ANROVA had completed the job to Customer's satisfaction. In case of consecutive services, the compensation is limited to the contract of services which are disputed.
- 6.4. ANROVA shall in no case be liable for lost profits or business interruption, loss of contracts, loss of business, loss of goodwill, loss of financial interest, finance costs or any indirect, consequential or immaterial damages, irrespective of the cause of action or the legal grounds upon which such claim is based.
- 6.5. The above-mentioned limitations shall not apply in case of and in as far as law explicitly prohibits said limitations, in particular, in case of bodily injury or death caused by defective products, in which case the limitations of the insurance will apply.
- 6.6. Customer shall indemnify and hold ANROVA harmless from and against all losses, damages, settlement amounts, costs and expenses, arising out of or resulting from any claim by third parties arising out of any injuries to persons and/or damage to property resulting from (i) the Customers' failure to comply with any government laws or regulations; (ii) the Customers' negligent acts or omissions; (iii) the Customers' breach of any term of these Terms and Conditions and the contract.

## 7. Confidential information

- 7.1. Each party shall treat in confidence all information, which it receives from the other party and the confidential information contained in the ANROVA materials and ANROVA shall comply with the provisions of the Belgian law of December 8, 1992 with respect to the processing of personal data or information as well as the GDPR legislation. Customer agrees that ANROVA shall be entitled to process the data provided by the Customer electronically.
- 7.2. Customer will treat as confidential and keep secret all information, which it receives, from ANROVA. Customer shall not, during the period of the contract and after it is terminated, disclose or otherwise make available to any other person except on a "must know" basis, such confidential information of ANROVA. Customer will use the information solely in connection with material or services specifically provided by Customer under the contract for ANROVA, and not for any other party or purpose.
- 7.3. Employees or sub-contractors of Customers are to be advised in writing of ANROVA's copyright and duty to maintain secrecy.
- 7.4. Customer shall treat all ANROVA computer programs, documentation and other materials and information in such manner that any abuse will be precluded.
- 7.5. Customer hereby grants to ANROVA, its affiliates, successors, and assigns, all rights to use customer has a reference and reference customer and/or its logos, including quotes, photos taken or illustrations from customer, for advertising and marketing purposes, including but not limited to case studies, print advertisements, reference in ANROVA marketing materials, press releases, Internet postings and other publications electronic or printed which are produced in the ordinary course of business.

## 8. Termination

- 8.1. The contract concluded between parties may be terminated with immediate effect, or earliest upon the expiration of a prior notice period when specifically indicated below, by notice given in writing by registered mail at the option of a Party in any of the following events:
1. Breach of obligation: If Customer commits a breach of or neglects its obligations and/or any provision of the contract which is not capable of remedy or, if capable of remedy, fails or refuses to remedy such breach or default within ten (10) calendar days after being so requested by notice.
  2. Violation of section 6 and 9:  
In case of a violation of the principles set forth in section 6 or 9, ANROVA shall be entitled to terminate the contract with immediate effect.
  3. Force majeure:  
If the other Party is unable to perform any material obligations(s) under this agreement for more than thirty (30) calendar days because of an event or events constituting Force Majeure, either Party shall have the right to terminate this Agreement with immediate effect upon written notice to the other Party.
  4. Insolvency or criminal felony:  
If Customer files for or commits an act of bankruptcy or compounds with its creditors, or is placed under a receiver, administrator or equivalent, or ceases its business activities and if the Customer is pursued or convicted for fraud or any other criminal felony, ANROVA shall have the right to terminate this agreement with immediate effect.
- 8.2. Upon termination of this agreement, Customer shall be obliged to pay all the expenses and costs made by ANROVA at that time. ANROVA shall be entitled to claim damages from Customer.
- 8.3. Upon termination, Customer shall return to ANROVA all computer programs, documentation and other related materials delivered and all copies made by him. Customer shall also cease to have any rights...

## 9. Additional services

Services not expressly described in the applicable contract shall be provided only upon the express written agreement of parties.

## 10. Software of third-party supplier

If any third-party supplier of software only grants the right to use their software in accordance with the provisions of its license or use agreement or if maintenance is carried out in accordance with the provisions of the maintenance agreement of such supplier, the provisions of said agreements will apply with the provisions laid down in the General Terms and Conditions being set aside. ANROVA is not liable for software of any third-party supplier.

## 11. Prohibition of recruiting

The hiring of employees, freelancers or subcontractors from ANROVA and the direct or indirect use of the services of these employees, freelancers or subcontractors may take place only with the written agreement of ANROVA throughout the duration of the contract and within one year after its termination. The customer commits itself to pay ANROVA a contractual penalty to the amount of € 50.000, for every violation of this condition. The payment of this contractual penalty will not release the customer from compliance with this prohibition of recruiting. Furthermore, ANROVA will be entitled to enforce additional claims for damages beyond this.

## 12. Miscellaneous

- 12.1. Modifications and amendments to the contracts concluded between ANROVA and Customer must be in writing and agreed upon by both parties.
- 12.2. ANROVA is not bound to meet any obligations if it is prevented from doing so as consequence of any circumstance for which it cannot be blamed, or force majeure such as fires, strikes, labor unrest, sickness, government measures, late or non-delivery by suppliers, or any cause outside of its control.
- 12.3. Customer acknowledges and accepts that the language of these Terms and Conditions and of all contracts concluded between parties is English of which Customer has got full knowledge.

## 13. Disputes – Mediation – Applicable law

- 13.1. In case of a dispute between the parties about the validity, the interpretation or the execution of this agreement, that cannot be solved amicably, the parties will attempt to solve the dispute by mediation. The parties commit themselves not to stop the mediation before each party had the opportunity to give her statement on the case during a joint introductory meeting. As far as the parties do not come to a solution through mediation and unless otherwise agreed, all disputes shall fall under the exclusive jurisdiction of the Courts of Brussels (Belgium).
- 13.2. The contractual relationship between the parties, including these general terms and conditions, shall be entirely governed by the law of Belgium. For any dispute the courts at the domicile of ANROVA shall have exclusive jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) in any form that it may be adopted are specifically excluded from and will not apply to this agreement.

### Contact details

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