

# Terms and Conditions

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## **Article 1. Application of general terms and conditions**

1.1. These general terms and conditions apply to all offers from and agreements with Jellodi D&MFC CommV. These general terms and conditions exclude the application of general terms and conditions of the customer, regardless of the time at which the latter were transmitted to Jellodi D&MFC CommV.

1.2. By placing an order, the customer acknowledges that he accepts the general terms and conditions of Jellodi D&MFC CommV.

1.3. Special terms and conditions, included in agreements concluded between Jellodi D&MFC CommV and the customer, shall prevail, in the event of a conflict, over the provisions of these general terms and conditions, regardless of the date of conclusion of the agreement.

## **Article 2. Offers and quotations – order confirmation**

2.1. All offers and quotations of Jellodi D&MFC CommV are without obligation until the moment of acceptance by the customer. The agreement is concluded, subject to the application of any suspensive condition (such as obtaining adequate financing by the customer), when the customer returns the quotation unchanged and within the validity period to Jellodi D&MFC CommV for approval. Any order or order confirmation by the customer binds the customer. The agreement replaces all previously concluded and/or oral agreements.

## **Article 3. Cancellation of the order**

3.1. The cancellation of an order by the customer is possible as long as Jellodi D&MFC CommV has not yet started the production. If an order is canceled after the start of the work, an invoice will always be drawn up for the work already performed and materials purchased. The materials purchased for the order and possibly already processed materials are kept at the customer's disposal for 30 calendar days after cancellation. Materials that have not been collected or requested will automatically become the property of Jellodi D&MFC CommV after this period has expired.

## **Article 4. Delivery**

4.1. The date of delivery is only given as an indication and does not bind Jellodi D&MFC CommV. Delay in delivery does not entitle the customer to compensation or price reduction, nor to termination of the agreement.

4.2. If the parties have expressly agreed on a binding delivery term in special terms and conditions, this term will be extended if the customer fails to provide necessary information such as plans, descriptions and the like in a timely manner or if the customer places additional orders (e.g. additional functionalities) .

## **Article 5. Risk**

5.1. All goods and digital data belonging to the customer and located at Jellodi D&MFC CommV are kept there at the customer's risk.

## **Article 6. Payment methods**

6.1. All invoices are payable on their due date by bank transfer to the account number of Jellodi D&MFC CommV. Each payment is charged on the oldest invoice due, and first on the interest and costs owed. Permitted discounts expire if the general sales conditions are not respected.

6.2. If the customer does not pay the invoice on the due date, he will automatically owe Jellodi D&MFC CommV late interest calculated in accordance with the law of 02.08.2002 on late payment in commercial transactions, and a fixed compensation of 10% of the invoice amount with a minimum of 125 EUR, from the date of the reminder until full payment. In addition, Jellodi D&MFC CommV reserves the right to suspend the further performance of its obligations until the customer has paid the overdue invoices. Any delay in payment by the customer makes all amounts due immediately due and cancels any payment method.

6.3. Jellodi D&MFC CommV reserves the right to invoice the services in instalments and, if necessary, to claim an advance on the services.

6.4. Jellodi D&MFC CommV reserves the right to suspend the further performance of the services and to demand adequate guarantees before resuming further performance of the services if confidence in the customer's creditworthiness is shaken by acts of judicial enforcement against the customer and / or other events that call into question and / or make it impossible to trust in the proper execution of the commitments entered into by the customer (such as eg non-payment of

invoices). If the customer refuses or is unable to comply with this, Jellodi D&MFC CommV reserves the right to terminate the agreement and to apply Article 11.2.

## **Article 7. Complaints – protest of the invoice**

7.1. Any protest must be sent to Jellodi D&MFC CommV by registered letter with reasons within a period of 10 working days. For complaints or disputes with regard to the services provided, the term starts the day after delivery. With regard to the invoice, the term starts on the invoice date. In the absence of timely protest, the services/invoices are definitively accepted and payment is due.

## **Article 8. Liability – General**

8.1. Jellodi D&MFC CommV undertakes to perform all services to be provided with care. Jellodi D&MFC CommV is not liable for errors in the execution due to insufficient or incorrect data supplied by the customer.

8.2. Jellodi D&MFC CommV cannot be held liable for any error (even a gross error) on the part of its employees, except in the case of fraud. Jellodi D&MFC CommV, whatever the cause, form or subject of the claim invoking liability, can in no way be held liable for any consequential damage such as loss of expected profit, decrease in turnover, increased operating costs, loss of clientele, which the client or third parties would suffer as a result of any error or negligence of Jellodi D&MFC CommV or an appointee.

8.3. In any case, Jellodi D&MFC CommV's liability in respect of services provided to the customer is limited to either the refund of the price paid by the customer or the re-performance of the services, at Jellodi D&MFC CommV's option. The total liability of Jellodi D&MFC CommV will never exceed the price paid by the customer to Jellodi D&MFC CommV for the services that gave rise to the claim.

8.4. With regard to the services provided by third party suppliers, Jellodi D&MFC CommV does not accept any liability above or other than the liability that the third party suppliers are willing to accept for their products or services.

8.5. Jellodi D&MFC CommV in no way guarantees the error-free operation of a programmed application that is accessed online or offline via a digital device. Jellodi D&MFC CommV cannot be held liable for any damage resulting from any erroneous or interrupted operation of a programmed application.

## **Article 9. Intellectual property rights**

9.1. Intellectual Property Rights are understood to mean: all intellectual, industrial and other property rights (regardless of whether they are registered or not), including but not limited to copyrights, neighboring rights, brands, trade names, logos, drawings, models or applications for registration as a drawing, or design, patents, patent applications, know-how, as well as rights to databases, computer programs and semiconductors.

9.4. The customer shall respect the Intellectual Property Rights of Jellodi D&MFC CommV at all times and make reasonable efforts to protect those rights. The customer shall immediately notify Jellodi D&MFC CommV of any infringement by third parties of Jellodi D&MFC CommV's Intellectual Property Rights of which it becomes aware.

9.5. The Intellectual Property Rights associated with non-open source, personalized software systems belong exclusively to Jellodi D&MFC CommV or a third party with whom Jellodi D&MFC CommV has concluded an agreement in this regard. Subject to full payment of the license fee, determined in the agreement between the customer and Jellodi D&MFC CommV, the customer obtains a non-exclusive, non-transferable license to use this software. The customer is prohibited from granting sublicences to third parties, or making this software available to third parties in any way, communicating, using it for the benefit of third parties or commercializing it.

## **Article 10. Performance of the services**

10.1. In general, when performing the services, Jellodi D&MFC CommV is only bound to a best efforts obligation and not an obligation of result.

10.2. In general, Jellodi D&MFC CommV is always entitled to call on third-party subcontractors to perform all or part of the services.

10.3. The services provided by Jellodi D&MFC CommV may at all times be used by Jellodi D&MFC CommV for assignments for third parties, unless express written waiver in that sense.

10.4. The services provided by Jellodi D&MFC CommV can always be used as a reference.

## **Article 11. Termination of the agreement**

11.1. If the customer is guilty of a serious breach of contract that the customer does not remedy within 8 days after receipt of a notice of default by registered mail, Jellodi D&MFC CommV has the right to either (i) suspend the agreement until the

customer has fulfilled his obligations or (ii) terminate the agreement with immediate effect. The non-payment of one or more invoices on their due date will always be regarded as a serious breach of contract.

11.2. Upon termination of the agreement, the customer will pay all services rendered by Jellodi D&MFC CommV, as well as the costs that Jellodi D&MFC CommV must incur as a result of this termination, plus a lump-sum compensation of 30% of the amount that Jellodi D&MFC CommV could still have. invoice the customer if the agreement has been fully executed. Any advance paid remains in any case acquired for Jellodi D&MFC CommV. In addition, Jellodi D&MFC CommV reserves the right to claim a higher compensation if it proves that the damage actually suffered is greater than the fixed damage as determined above.

11.3. Nevertheless, each party agrees to grant the other party a reasonable period of time to remedy any shortcomings, and to always first seek an amicable settlement.

11.4. Termination of the agreement will result in all data residing on devices managed by Jellodi D&MFC CommV being deleted without further notice. This removal can in no way give rise to liability on the part of Jellodi D&MFC CommV.

## **Article 12. Confidentiality obligation**

12.1. The parties undertake to keep the commercial and technical information and trade secrets that they learn from the other party secret, even after the termination of the agreement, and to use them only for the execution of the agreement.

## **Article 13. Processing personal data**

13.1. Insofar as the customer processes personal data on the server of Jellodi D&MFC CommV, Jellodi D&MFC CommV has the capacity of processor. The customer has the capacity of controller for the processing of personal data within the meaning of the Personal Data Processing Act. The customer declares to fully comply with the obligations resting on the person responsible for the processing, included in this law.

## **Article 14. Reference**

14.1. The customer agrees that the services developed by Jellodi D&MFC CommV for the customer will be included in the reference portfolio of Jellodi D&MFC CommV

## **Article 15. Force majeure**

15.1. Force majeure situations such as strikes, public unrest, administrative measures and other unexpected events over which Jellodi D&MFC CommV has no control, release Jellodi D&MFC CommV, for the duration of the nuisance and for their scope, from its obligations, without being entitled to any price reduction or compensation for the customer.

## **Article 16. Nullity**

16.1. If one of the articles of these general terms and conditions should prove to be invalid, the parties agree to replace this provision with a valid provision that corresponds as closely as possible to the intention and scope of the invalid provision. This replacement provision will then apply.

## **Article 17. Applicable law – competent court**

17.1. Belgian law applies to the agreements of Jellodi D&MFC CommV. Any dispute regarding the conclusion, validity, execution and/or termination of this agreement will be settled by the competent court for the registered office of Jellodi D&MFC CommV .