

# 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. 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.

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

1.3. Special terms and conditions, included in agreements concluded between Jellodi 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 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 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 has not yet started its activities. 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 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. 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 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. 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. In the absence of full payment by the customer within 14 calendar days (+ three working days if not by electronic means) after sending the first payment reminder, compensation of:

€20 if the amount due is less than or equal to €150;

€30 plus 10% of the amount due above €150;

€65 plus 5% of the amount due above €500, with a total limit of €2,000.

In the absence of full payment by the customer within 14 calendar days (+ three working days if not by electronic means) after sending the first payment reminder, the customer is legally and without notice of default liable to pay interest amounting to the statutory interest rate for late payment in a commercial transaction, see Article 5, paragraph 2 of the Act of 2 August 2002 on combating late payment in commercial transactions. This interest is calculated on the amount still to be paid.6.3. Jellodi reserves the right to invoice the services in instalments and, if necessary, to claim an advance on the services.

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

8.2. Jellodi cannot be held liable for any error (even a gross error) on the part of its employees, except in the case of fraud. Jellodi, 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 or an appointee.

8.3. In any case, Jellodi'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's option. The total liability of Jellodi will never exceed the price paid by the customer to Jellodi for the services that gave rise to the claim.

8.4. With regard to the services provided by third party suppliers, Jellodi 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 in no way guarantees the error-free operation of a programmed application that is accessed online or offline via a digital device. Jellodi 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 at all times and make reasonable efforts to protect those rights. The customer shall immediately notify Jellodi of any infringement by third parties of Jellodi'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 or a third party with whom Jellodi has concluded an agreement in this regard. Subject to full payment of the license fee, determined in the agreement between the customer and Jellodi, 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 is only bound to a best efforts obligation and not an obligation of result.

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

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

10.4. The services provided by Jellodi can always be used as a reference by third parties.

## **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 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, as well as the costs that Jellodi must incur as a result of this termination, plus a lump-sum compensation of 30% of the amount that Jellodi could still have. invoice the customer if the agreement has been fully executed. Any advance paid remains in any case acquired for Jellodi. In addition, Jellodi 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 being deleted without further notice. This removal can in no way give rise to liability on the part of Jellodi.

## **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, Jellodi 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 for the customer will be included in the reference portfolio of Jellodi

## **Article 15. Force majeure**

15.1. Force majeure situations such as strikes, public unrest, administrative measures and other unexpected events over which Jellodi has no control, release Jellodi, 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. 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 .