



General Terms and Conditions Quix Projectconsultancy bv.

This is a copy of our General Terms and Conditions in English.
However, only the Dutch version is legally valid.

These general terms and conditions take precedence over any terms and conditions of the Customer. Unless otherwise agreed and explicitly agreed in writing, all services are therefore concluded under the terms and conditions set out below. These conditions form part of the service agreement and take precedence over its provisions. By signing the quotation, the Client acknowledges accepting the general terms and conditions of Quix Projectconsultancy bv.

Should any provision of these General Terms and Conditions prove to be wholly or partially invalid, the remaining provisions will remain fully applicable. In that case, the parties commit themselves to make a new valid regulation instead of the invalid provision, which approximates the purpose of the invalid provision as much as possible.

1. Assignment description: The Client wishes to entrust the provision of certain services within his company to Quix Projectconsultancy bv., with registered office Weg naar as 134A, 3680 Maaseik. Quix Projectconsultancy bv. accepts this assignment. The accurate description of these services and the prices are included in the current order form/quotation. Any changes to these services, modalities or prices are always recorded in writing between the parties. Quix Projectconsultancy bv. provides its services in complete independence without any subordinate relationship between the consultants of Quix Projectconsultancy bv. and the Client.

2. Obligation to make an effort: Quix Projectconsultancy bv. will make every effort to perform the services with due care, where appropriate in accordance with the agreements and procedures recorded in writing with the client. All services of Quix Projectconsultancy bv. are performed on the basis of a best efforts obligation, unless and to the extent that Quix Projectconsultancy bv. has explicitly promised a result in the written agreement and the result in question is also described with sufficient certainty. Any agreements regarding a service level are always explicitly agreed in writing.

3. Quotations from Quix Projectconsultancy bv. are always without obligation and can only be accepted without deviations. A quotation is in any case deemed to have been rejected if it has not been accepted within a month. By quotation we mean a proposal made to the Customer to enter into an agreement. The allocated rates do not create any rights to future assignments.

4. Each discount granted is a one-off and does not create any rights in the future.
Quix Projectconsultancy bv. reserves the right to charge additional administration costs in the event of a change to the original invoice drawn up at the request of the Customer.

5. Payment: The prices due, plus VAT, are charged per invoice and, unless otherwise agreed in writing, are payable in cash via bank transfer to the bank account number below:
IBAN: BE07 0018 7217 4566 BIC: GEBABEBB

6. Non-payment: In the event of non-payment on the due date, default interest is owed by law and without notice, in the amount of 1% per month, calculated on the amount of overdue reimbursements and VAT, in application of Articles 1226 and 1229 of the Civil Code. The non-payment on the due date of a single invoice makes all other, even non-expired, invoices immediately claimable without prior notice of default. In addition, Quix Projectconsultancy bv. reserves the right to suspend and/or cancel all current orders. The aforementioned applies without prejudice to the right for Quix Projectconsultancy bv. to claim compensation for all damage it has suffered. Any form of settlement or debt compensation by the Customer of any claims of the Customer against Quix Projectconsultancy bv. with claims of Quix Projectconsultancy bv. on the Customer is explicitly excluded. However, Quix Projectconsultancy bv. has the right and authority at all times to set off claims it has against the Client against claims that the Client has against Quix Projectconsultancy bv.

7. All administrative costs and costs of amicable collection that Quix Projectconsultancy bv incurs to collect the arrears and any other damage Quix Projectconsultancy bv suffers as a result of the default, will be fully charged to the Client from the 60th day after the invoice date, with a minimum of 10% of the overdue fees and VAT or € 100, depending on the highest amount. This also in application of Articles 1226 and 1229 of the Dutch Civil Code. In the event of non-payment within a period of 15 days after the final payment date, Quix Projectconsultancy bv can immediately, legally and without notice,



cancel the agreement charged to the Customer. Quix Projectconsultancy bv. Will in that case notify the Customer by registered letter and inform it of the date from which this agreement is considered dissolved.

8. Information: Quix Projectconsultancy bv provides its services within the limits of the information and powers granted by the Customer. The Client undertakes to provide all necessary and relevant information to Quix Project Consultancy bv. Quix Projectconsultancy bv. is not obliged to check the content, the accuracy and the completeness of the data that the Client provides him with.

9. Liability: All advice provided by Quix Projectconsultancy bv. Is free of obligation and is implemented by the Client at its discretion. The Client cannot claim compensation for financial losses of interest or investments or hoped profits, consequences of a strike, increase of the general costs, etc. The liability of Quix Projectconsultancy bv with regard to services provided to the Client is in every limited to either the reimbursement of the price paid by the Customer or the re-performance of the services, at the option of Quix Projectconsultancy bv. The total liability of Quix Projectconsultancy bv., Will never amount to more than the price paid by the Client to Quix Projectconsultancy bv for the services that led to the claim.

10. Force majeure: Quix Projectconsultancy bv. Is released from its obligations in the event of force majeure or hardship. Cases of force majeure / hardship are always considered to be: fire, technical malfunctions, computer failure and all other situations that seriously complicate or make the work of Quix Project Consultancy unreasonably heavy.

11. Confidentiality: Both the Client and Quix Projectconsultancy bv. Designate one or more contact persons for themselves. Requesting and / or providing data is only done through these people. Quix Projectconsultancy bv. Undertakes to treat all data provided to it by the Client in execution of this agreement with strict confidentiality. Quix Projectconsultancy bv. Provides the necessary security to ensure the confidentiality of the data.

12. Intellectual rights: There is no transfer of intellectual property between the parties. Each party therefore retains the intellectual property rights to the announced or developed tools, software programs and accessories in a broad sense. It is forbidden to alienate, pledge or transfer these tools, software programs and accessories to third parties without the permission of the other party.

13. Cancellation: All scheduled days that are canceled later than 10 working days prior to implementation will be invoiced for the full amount, unless there is an explicit written deviation in the order form.

14. Duration and end: The day on which this contract enters into force, the duration thereof, the cancellation period and any automatic extensions are described in the order form, which forms an appendix to this agreement. The cancellation must be notified to the other party by registered letter. In the absence of specific provisions, the assignment will commence upon receipt of the signed order form / quotation. All services provided and costs incurred are invoiced from that date.

15. The contract automatically ends due to the death, apparent inability, dissolution or bankruptcy of the Customer. In the event of apparent inability or bankruptcy, the contract will end by operation of law at the moment that payments to Quix Projectconsultancy bv are suspended.

16. Complaints: To be admissible, all complaints must be reported to Quix Projectconsultancy bv by registered letter within eight days of receiving the services or invoices. The complaint will be clearly defined, if not it cannot be accepted. Any compensation to be paid by us can never be more than the value of the services performed by us. Submitting a complaint itself does not relieve a client of his payment obligation.

17. Jurisdiction and applicable law: This agreement will be observed in good faith by both parties. All disputes related to the implementation of this agreement will be settled by parties in amicable consultation. If they cannot reach an agreement, only the Antwerp Business Court, Tongeren Division, is competent; even with claims in intervention and indemnification and with multiple defendants. Belgian law applies to this agreement.

18. Quix Projectconsultancy bv. Reserves the right to unilaterally change these terms and conditions.