

GENERAL INVOICE TERMS

Article 1 : Applicability

1.1. Unless otherwise agreed in writing, all BVBA CLAEYS & VANROBAYS

offers made as well as agreements concluded by it (..) are subject to these invoice conditions.

After all, the client is deemed to be thoroughly familiar with these invoice conditions and to accept them in full, regardless of any conflicting general terms and conditions or whatever.

1.2. No deviation from these general terms and conditions is permitted without the express written consent of BVBA CLAEYS & VANROBAYS. It is also expressly agreed that no condition whose text appears on the client's documents will be accepted by BVBA CLAEYS & VANROBAYS.

Article 2 : Admissibility of complaints

2.1. No complaint is admissible if the grievances, accurately described, have not been submitted by the client to BVBA CLAEYS & VANROBAYS by registered letter within 5 working days after knowledge and/or receipt of the services.

2.2. However, it is understood and expressly accepted that the submission of any complaints never entitles the client to suspend its own payment.

Article 3 : Payments

Payments are made at the registered office of BVBA CLAEYS & VANROBAYS, net, in cash, without discount, unless otherwise agreed upon for payment. The issuance of a bill of exchange or any other method of payment does not create a novation of debt, nor does it deviate from this clause, nor from the current general terms and conditions of invoice.

The non-payment or partial payment on the invoice due date by the client has the following consequences:

- all outstanding bills, including bills of exchange not yet due, become immediately due and payable.
- all discounts and payment facilities granted by BVBA CLAEYS & VANROBAYS will expire.

Article 4 : Conventional (late) interest

All overdue payments of invoices on the due date are charged by operation of law with an interest equal to 12% per annum from the due date, without prior notice of default being required.

The client may not rely on a possible dispute with BVBA CLAEYS & VANROBAYS to refuse or suspend any payment.

Article 5 : Damage clause

If the delay in payment of an outstanding invoice is more than 10 days, 15 days after sending a notice of default, by express agreement between the parties, the claim will be increased by 15%, with a minimum of 50 €. This by way of fixed and irrevocable compensation, and without prejudice to the possible application of Article 1244 of the Belgian Civil Code.

Article 6 : Termination

6.1. In addition to the provisions of Art. 6.2 above, it is expressly accepted that in the event of any non-payment by the client of part or all of the amounts owed by him, BVBA CLAEYS & VANROBAYS has the right to immediately stop all further services. BVBA CLAEYS & VANROBAYS also reserves the right to regard the agreement as dissolved by operation of law and without prior notice of default for the whole or for the part that has not yet been performed. Where applicable, the client has no recourse whatsoever, nor any right to compensation for any services not performed.

6.2. BVBA CLAEYS & VANROBAYS also reserves the right to consider the agreement dissolved by operation of law and without prior notice of default in the event of bankruptcy or apparent insolvency of the client, as well as any change in its legal situation.

Article 7 : Competent jurisdiction and applicable law

7.1. If, in the event of a dispute, the claim does not exceed an amount of € 1,860.00, the only competent jurisdiction will be recognized as the Justice of the Peace of the 7th Canton in Antwerp.

If the claim exceeds the amount of € 1,860.00, only the Courts of the judicial district of Antwerp are recognized as having jurisdiction.

7.2. Each agreement is governed exclusively by Belgian law.