

General terms and conditions

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Article 1 · General

1.1 Fisocad, with its registered office at Kouterlosstraat 8, 9800 Deinze, Belgium, is registered in the Belgian Crossroads Bank for Enterprises (CBE) under company number 1014.575.557.

1.2 Only these terms and conditions apply to the relationship between Fisocad and the client, who acknowledges accepting them when placing the assignment.

Article 2 · Quotations and price estimates, formation of the agreement

2.1 Quotations and price estimates are issued subject to all reservations and without any obligation on the part of Fisocad. Quotations and price estimates are valid only for the period stated in the quotation, in principle 30 days from the date on which it is drawn up. No rights in respect of future assignments can be derived from past quotations or price estimates.

2.2 Any cancellation of an assignment by either party must be made in writing. In the event of cancellation, the customer owes, in addition to payment for the services already provided and for the goods and materials ordered and/or delivered, fixed damages of 50% of the price of the order. If the cancellation is made by the end customer, the services already provided must be paid for.

Article 3 · Performance of the agreement

3.1 Delivery and/or performance periods are provided by way of information only and are therefore not binding on Fisocad, unless expressly agreed otherwise between the parties.

Delay in delivery and/or performance can, however, give no cause for any penalty, damages, dissolution of the agreement or refusal to take delivery of the product.

Article 4 · Price

4.1 The agreement is concluded at the prices stated in the quotation/price estimate and on the method of payment provided for therein, except in the case of mutually agreed deviations from the original quotation or price estimate that have been confirmed by Fisocad.

4.2 All prices are exclusive of VAT and other costs (insurance and the like), unless explicitly provided otherwise. VAT is payable by the client.

Article 5 · Invoicing and payment

5.1 Every invoice addressed to a client acting as an undertaking, the amount of which is not or not fully settled on the due date, is increased by operation of law by fixed and non-reducible damages equal to 10% of the amount due, with a minimum of EUR 150.00, without any notice of default being required and without prejudice to legal and enforcement costs. In addition, default interest is due by operation of law at the statutory interest rate under the Act of 2 August 2002 on combating late payment in commercial transactions, without any prior notice of default being required and without prejudice to legal and enforcement costs. Each month commenced is regarded as a full month. Partial payments are applied first to cover the costs, interest and damages, and only afterwards deducted from the principal amounts.

5.2 Every invoice addressed to a client acting as a consumer, the amount of which is not or not fully settled on expiry of a period of at least 30 calendar days commencing on the third working day after Fisocad has sent a free reminder by post, or on the day following the day on which Fisocad has sent a free reminder by electronic means, is increased by fixed damages in accordance with art. XIV.4 of the Belgian Code of Economic Law. In addition, from that moment a reference interest rate increased by eight percentage points

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5.3 Without prejudice to the provisions of article 7, the client must, in the event of a dispute, protest invoices from Fisocad by reasoned registered letter within a period of 8 calendar days of receipt, failing which the right to do so lapses.

Article 6 · Force majeure

6.1 If Fisocad is unable to carry out the order due to force majeure, which is understood to include accidents, illness, epidemics, fire, war, strikes, lock-outs, uprisings, delays on the part of suppliers, lack of means of transport and so on, Fisocad has the right to terminate the agreement without any further compensation to the client. In that case, the delivery or performance periods are extended by operation of law.

Article 7 · Complaints and warranty

7.1 All complaints relating to the services or products delivered must be reported to Fisocad in writing within 8 calendar days. Hidden defects must be reported in writing immediately upon their discovery. A defect that is not reported in time voids any right to repair or replacement. The receipt of a complaint by Fisocad may not be regarded by the customer as an indication that Fisocad considers the complaint to be timely or justified.

7.2 Fisocad is liable only for damage that is the direct and demonstrable consequence of a failure attributable to it. Fisocad can under no circumstances be held liable for any other form of damage, such as business losses, damage caused by delay, or loss of use and loss of profit. In any event, the liability of Fisocad is limited to an amount equal to the invoice value excluding VAT for the order concerned.

Article 8 · Transfer of rights

8.1 The client becomes the owner of, or acquires the right to use, the products delivered only from the moment it has fulfilled all of its obligations towards Fisocad.

8.2 Notwithstanding the retention of title provided for, the risk relating to the goods passes to the client at the moment of delivery.

Article 9 · Intellectual property

9.1 The documents handed over to the customer before or after the conclusion of the agreement are protected by copyright and remain the property of Fisocad. They may not be used, copied or reproduced by the client without the latter's permission.

9.2 Where intellectual property is created within the contractual relationship with the customer, the intellectual property rights remain with the customer, unless agreed otherwise.

Article 10 · Privacy

10.1 In order to perform the agreement, Fisocad needs the following data of the client: name, address, telephone number, email address and invoicing details. Fisocad is responsible for the processing of this data. The processing of this data is necessary for the performance of this agreement and will not be used for any other purpose.

10.2 In certain circumstances, Fisocad is obliged to pass on the client's personal data. This is the case where the law, regulations or legal proceedings oblige Fisocad to do so, where it is requested to do so by government authorities in the context of law enforcement action, or where Fisocad considers it necessary to pass on the client's personal data in order to prevent damage or financial loss, in the context of an investigation into fraud or other illegal activities, and also where this is necessary for the performance of the agreement as concluded with the client.

10.3 If Fisocad sells or transfers all or part of its activities or assets, it reserves the right also to transfer all of the client's personal data. In that case, Fisocad will make the necessary efforts to notify the client of this and to ensure that the party acquiring the personal data also uses it in accordance with this article.

10.4 The client has the right to inspect its data at any time and, where applicable, to correct it.

10.5 Fisocad maintains an appropriate administrative, technical and physical security policy, under which the client's personal data is protected against accidental, unlawful or unauthorized destruction, loss, access, disclosure or use.

Article 11 · Miscellaneous and settlement of disputes

11.1 These general terms and conditions of sale in no way affect the exercise by Fisocad of any other statutory or contractual rights to which it is entitled.

11.2 The client is prohibited from transferring its rights and obligations under the agreement concluded with Fisocad without the prior written consent of Fisocad. Any unauthorized transfer is null and void by operation of law.

11.3 Any failure by Fisocad to demand performance of the provisions of these general terms and conditions of sale may not be taken to imply any waiver of, or renunciation of, the application of that provision or of any other provision.

11.4 The invalidity of one or more provisions of these general terms and conditions of sale does not affect the application of the other provisions.

11.5 Only Belgian law applies to the relationship between Fisocad and the client. Any dispute will be submitted by Fisocad to the courts of the district in which Fisocad is established, without prejudice to the right of Fisocad to take legal action before the courts of the client's jurisdiction.

These general terms and conditions apply in full to every assignment, quotation, delivery and invoice of Fisocad, and are also published at www.fisocad.be/terms.