

Terms and conditions

1. Application of general terms and conditions

These general terms and conditions apply to all offers from and agreements with TOM DENEIRE CONSULTING, located at Ten Edestraat 133, 9810 Eke, BE0795.926.966 (hereinafter "TDC"), notwithstanding any conflicting provisions mentioned in the customer's documents. By placing an order, the customer acknowledges having accepted TDC's general terms and conditions. The person placing an order is deemed to be the principal and guarantees the performance of the agreement by the customer.

2. TDC's services

Unless otherwise agreed in writing, TDC provides its services on a time and materials basis at the day and hourly rates specified in the quotation, which are indexed annually based on the Agoria index. The delivery period specified in the quotation is indicative and not binding on TDC. Any estimate of the cost of the services to be performed by TDC is for information purposes only.

3. Obligations of the customer

The customer undertakes to provide TDC with the necessary (complete and correct) information and to provide all cooperation and consultation necessary to enable the services to be properly performed. The customer is responsible for the required software and hardware environment and must have the necessary licenses. The customer is always responsible for his hardware and for collecting, securing, storing and repairing data and entering it on appropriate data carriers. The customer must ensure the security of the system by taking a physical copy of the programs and data and storing them separately.

If the customer asks TDC to perform certain tasks related to third-party software, the customer guarantees that they have the necessary permission and/or usage rights to allow TDC to perform these tasks. The customer will indemnify TDC against any claim by a third party based on an alleged infringement of one of the above commitments.

4. Payment terms

All prices communicated by TDC are in EURO and exclusive of VAT. All invoices are payable on their due date by bank transfer to TDC's account number. In the absence of a due date, the payment term is 14 days after the invoice date. If an invoice is not paid in full on the due date, interest at 10% per year is due from the due date until payment, as well as a flat-rate compensation of 10% of the invoice amount with a minimum of 125 EUR. In addition, TDC has the right to suspend 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 payable. Each payment is charged to the oldest overdue invoice and first to the interest and costs due. All goods or services ordered remain the property of TDC until the full purchase price has been paid by the customer.

5. Guarantees

TDC undertakes to develop software and/or provide services in accordance with the rules of the art. All TDC's commitments are only obligations of means. However, the developed software and/or services are delivered to the customer 'as is'. The flawless operation of a computer configuration (the combination of hardware and software, including servers and supporting software for hosting) can never be fully guaranteed, both due to external factors and due to factors specific to the computer configuration, so that unexpected loss of (even all) programs and/or data may occur. TDC cannot be held liable for bugs, computer viruses, and malware.

The software developed by TDC is considered accepted by the customer as soon as it is installed in the customer's production environment. Services are considered accepted if they are not protested in accordance with Article 6. If the customer purchases products, software, or services from third parties through TDC, TDC gives the customer no other guarantees than those actually given by the third party. Such products and any additional services are always subject to the license terms and maintenance conditions of the third-party supplier. If TDC has performed an analysis that is implemented for the customer by another software supplier of the customer, TDC accepts no liability for this implementation. In any case, TDC only provides a guarantee if the defect is reported to TDC in accordance with Article 6.

6. Complaints - protest of the invoice

Any protest must be delivered to TDC by registered letter within a period of 8 (eight) days from delivery for services and from the invoice date for invoices. In the absence of timely protest, the delivered software, service or invoices are definitively accepted and payment is due in full. The notice of default must contain as detailed a description as possible of the shortcoming so that TDC can respond adequately. If the complaint is correct, timely, and justified, TDC has the right to remedy the complaint at its discretion. If it appears that the complaint is not the responsibility of TDC, TDC has the right to charge the investigation costs to the customer.

7. Liability

TDC cannot be held liable for any error (even a gross error) of itself or its employees, except in cases of fraud. TDC will never be liable for any consequential damage, such as loss of expected profit, decrease in turnover, increased operating costs, loss of clientele, damage to reputation or machines, or loss of data, which the customer or third parties would suffer as a result of any error or negligence of TDC or its employees. The total liability of TDC will in any case never exceed the price paid by the customer to TDC for the software or service that gave rise to the damage, with a maximum of 5,000.00 (five thousand) euros.

Any liability of TDC arises in any case only if (i) the customer, TDC puts in default in writing in accordance with Article 6, (ii) TDC grants a reasonable period to remedy the shortcoming, (iii) TDC also after that period fails to remedy the defect and (iv) the customer takes measures to limit the damage as much as possible. TDC is not liable for errors due to insufficient or incorrect input by the customer, changes made by the customer or third parties, incorrect or unauthorized use or malfunctions in the hardware and/or software. TDC accepts no liability for (defects in) third-party products and/or services.

All goods belonging to the customer and located at TDC are stored there at the customer's risk. TDC accepts no liability for the customer's data that would be processed by TDC's software and/or services. TDC reserves the right to promptly delete all data and/or make access impossible as soon as TDC becomes aware of the (even potentially) illegal nature of the activity carried out by the customer or of the information he disseminates via the website or application.

8. Intellectual property rights

As soon as the invoices have been paid in full, the customer obtains an exclusive and transferable user license for the whole of the software developed and/or services offered by TDC. This license is valid for the duration of the rights and for the whole world."

If the software delivered by TDC also includes third-party software (including open-source software), its use is subject to the license terms of that third party. If a third party claims that software or product delivered by TDC infringes on its rights, TDC has the right, at its discretion, to (i) refute these claims, (ii) modify the software or product, or (iii) take back the software or product from the customer, subject to a refund of part of the price. To the extent that the customer provides TDC with material such as software, images, text, etc., for inclusion in the software to be developed, the customer guarantees that this material does not infringe the rights of third parties. The customer indemnifies TDC in this regard.

9. Termination of the collaboration

If the customer commits a serious contractual breach (such as non-payment of TDC's invoices on the due date) and does not remedy it within 8 days of receipt of a registered notice of default, TDC has the right to terminate the collaboration with immediate effect. Upon termination, the customer shall pay for all software developed and products and services provided by TDC, as well as the costs incurred by TDC as a result of this termination.

10. Confidentiality

The customer undertakes to treat as confidential and not to use for his own benefit the commercial and technical information and trade secrets he learns from TDC, even after the

termination of the collaboration with TDC. In the event of a breach, the customer shall be liable for a flat-rate compensation of 25,000 EUR per breach to TDC. However, TDC reserves the right to claim higher damages if its actual damage is higher.

11. Processing of personal data

TDC processes the personal data of the contact persons provided by the customer for the purpose of 'customer management', i.e. to contact the customer regarding the services. The contact persons have a right of access and rectification with regard to their data. TDC acts exclusively in accordance with the customer's instructions and undertakes to comply with the applicable privacy regulations. To protect the personal data provided by the customer to the maximum extent possible, TDC applies a policy, rules, and security techniques within the limits of reasonableness, entirely in accordance with the applicable legislation. The security measures taken by TDC are aimed at preventing any unauthorized access, any incorrect use or unwanted disclosure, any unauthorized modification and any unlawful destruction or any accidental loss.

12. Force majeure

Force majeure situations such as strikes, public unrest, administrative measures, illness or serious family circumstances, and other unexpected events over which TDC has no control, release TDC from its obligations, for the duration of the hindrance and their scope, without any right to a price reduction or compensation for the customer.

13. Nullity

If any provision of these general terms and conditions is null or unenforceable, the other provisions shall remain in full force and effect, and TDC and the customer shall replace the null or unenforceable provision with another provision that as closely as possible reflects the purpose and scope of the provision.

14. Applicable law - competent court Belgian law applies to TDC's agreements

Any dispute relating to the conclusion, validity, performance and/or termination of the collaboration shall be settled by the competent court in Ghent (Ghent division).