

1. DEFINITIONS

For the purpose of these General Terms & Conditions the below terms have the following meaning:

1.1. "SCUA & MICO BELGIUM": the company with limited liability SCUA & MICO BELGIUM, having its registered office at 13 box E, 2100 Antwerp, with company registration number 0426.786.439 and conducting business as "SCUA BELGIUM", "MICO Belgium" or "Langlois & Co".

1.2. "Principal": SCUA & MICO BELGIUM's contractual counterparty, being the private or public legal entity to whom SCUA & MICO BELGIUM sent an offer, the party from whom SCUA & MICO BELGIUM has received instructions and/or orders, the party for whom SCUA & MICO BELGIUM has carried out works and/or the party with whom SCUA & MICO BELGIUM has concluded an agreement.

1.3. "General Terms": these general terms and conditions of SCUA & MICO BELGIUM

2. APPLICABILITY AND GENERAL PROVISIONS

2.1 These General Terms are applicable to all offers from and works carried out by SCUA & MICO BELGIUM, all instructions and orders given to SCUA AND MICO BELGIUM and all agreements and legal relations between SCUA & MICO BELGIUM and the Principal, and this regardless of any deviating provisions used by the Principal.

2.2. Deviation from these General Terms is only possible by means of a written agreement between SCUA & MICO BELGIUM and the Principal.

2.3. If a provision of these General Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

2.4. If the Dutch and English version of these General Terms are in conflict, the Dutch version will prevail.

3. DURATION AND TERMINATION OF THE AGREEMENT

3.1. Except if parties have agreed otherwise in writing, an agreement between SCUA & MICO BELGIUM and the Principal shall be entered into for the duration of the agreed works or until the Principal explicitly and with due regard for SCUA & MICO BELGIUM's interests terminates the works.

3.2. In any case, SCUA & MICO BELGIUM shall be entitled to terminate the agreement automatically and with immediate effect if:

- the Principal has failed to pay any invoice issued by SCUA & MICO BELGIUM more than three months after its due date;
- if bankruptcy proceedings (or any other insolvency proceedings under Belgian or foreign law) have been initiated against the Principal;
- if the Principal is clearly unable to fulfil its payment obligations.

3.3. If bankruptcy proceedings (or any other insolvency proceedings under Belgian or foreign law) is initiated or likely to be initiated against the Principal, the Principal is obligated to inform SCUA & MICO BELGIUM thereof without delay in writing.

4. PERFORMANCE OF THE WORKS

4.1 Except if parties have agreed otherwise in writing, SCUA & MICO BELGIUM determines the method according to which the works will be carried out.

4.2. SCUA & MICO BELGIUM only commits to have an obligation of means and not an obligation of result. SCUA & MICO BELGIUM will carry out the works to the best of its ability, meticulously and in accordance with the rules of good craftsmanship.

4.3. To allow SCUA & MICO BELGIUM to properly and professionally conduct its operations, the Principal shall – without delay – provide in writing all data, information and documents necessary and useful in view of the normal execution of the works.

4.4. Except if parties have agreed otherwise in writing, the estimated time periods within which the works are to be performed according to SCUA & MICO BELGIUM are merely indicative and by no means binding.

4.5. If SCUA & MICO BELGIUM deems it necessary for the proper execution of the works, it shall be entitled to rely on the assistance of third parties without prior and/or separate consent from the Principal. In that case SCUA & MICO BELGIUM shall act diligently and with proper care to represent the interests of the Principal, but only in its capacity as intermediary. In case SCUA & MICO BELGIUM rely on third parties, these third parties shall be able to invoke current General Terms against the Principal in the same manner as SCUA & MICO BELGIUM. Current General Terms shall always be interpreted in a coherent and logical manner.

4.6. Possible guarantees issued in favour of third parties – upon the explicit request of the Principal and with the written consent from SCUA & MICO BELGIUM - by SCUA & MICO BELGIUM in its own name, shall always be honoured by the Principal. The Principal shall indemnify SCUA & MICO BELGIUM for all obligations under these guarantees.

4.7. SCUA & MICO BELGIUM shall store all files entrusted to it for a period of five (5) years after the works have been completed, terminated or suspended. The Principal shall as soon as possible reclaim the original documents and/or objects which it had previously provided to SCUA & MICO BELGIUM, if so desired. SCUA & MICO BELGIUM does not have any specific storage obligation and/or obligation to return these goods.

5. FORCE MAJEUR

If SCUA & MICO BELGIUM is unable to fulfil its obligations under the agreement – in full or in part – as a result of circumstances which cannot be attributed to SCUA & MICO BELGIUM, which were unforeseeable and/or were reasonably unforeseeable and/or unavoidable, including but not limited to natural disasters (such as flooding, storm, hurricane, lightning, snow, drought,...), social unrest (strike, demonstration, lock-out, trade war,...), sickness or death of employees of SCUA & MICO BELGIUM, power outages and or telecommunication interruptions, cyber-attacks, accidents (fire, explosions, machine failures,...), safety limitations and/or limitations of access or other restrictions or prohibitions imposed by third parties, including government interventions (fiscal measures, expropriation, import and export embargoes,...), these obligations are suspended until SCUA & MICO BELGIUM can resume its activities as usual.

6. CONFIDENTIALITY

6.1. SCUA & MICO BELGIUM, the Principal as well as their respective employees and any third party enlisted by them need to keep all information which they receive during the execution of the agreement and of which they should reasonably know that it is to be considered confidential, a secret, even after the agreement has been terminated.

6.2. This obligation does not apply if the parties are obligated to disclose this information on legal or regulatory grounds, following a judgment of a court or an arbitrator or if for the sake of good and proper performance of the works this information needs to be disclosed to a third party.

6.3. The obligation of confidentiality also does not apply to information which was already known to SCUA & MICO BELGIUM or the Principal prior to the conclusion of the agreement, to information which has been legitimately obtained by third parties, to information which is publicly available or knowledge which has been acquired while carrying out their professional activities.

7. INTELLECTUAL PROPERTY

7.1. All intellectual property rights in respect of company information, software and/or other systems, as well as in respect of working methods, advice and/or reports used, developed or drawn up by SCUA & MICO BELGIUM, remain the exclusive property of SCUA & MICO BELGIUM.

7.2. The Principal shall refrain from spreading, copying, publicizing or using such company information, software, systems, working methods, advice and reports, unless they have obtained prior, explicit and written consent from SCUA & MICO BELGIUM.

7.3. The Principal does not have permission to fully or partially amend/edit/modify the reports drafted by SCUA & MICO BELGIUM in any way, shape or form and/or to use or spread these amended/edited/modified reports.

8. PERSONAL DATA PROTECTION

SCUA & MICO BELGIUM shall process the personal data, received from the Principal within the framework of the agreement, in accordance with the obligations imposed by the applicable law and regulations including the General Data Protection Regulation (GDPR).

9. FEES, BILLING AND PAYMENT

9.1. The fee charged by SCUA & MICO BELGIUM for the works carried out, can take on several forms such as an hourly fee or a global price. This fee can be agreed upon by the parties in writing on a case-by-case basis. An estimate provided by SCUA & MICO BELGIUM of the time needed to carry out the works is merely an indication and cannot be construed as a (global) fee agreement, unless parties explicitly agree thereon in writing.

9.2. All tariffs as used and/or mentioned in SCUA & MICO BELGIUM's offers or agreements are exclusive VAT, administrative costs, travel costs, costs paid by and/or due to third parties and/or other costs paid by SCUA & MICO BELGIUM while carrying out the works.

9.3. Except if parties have explicitly agreed otherwise, all invoices issued by SCUA & MICO BELGIUM are payable within 30 days after issuance thereof. Failing payment in full of the invoices issued by SCUA & MICO BELGIUM on their due date, an interest as provided by article 5 of the Law of 2 August 2002 on the prevention of delayed payments in commercial transactions shall be charged as well as a fixed amount of 10% of the principal amount due, with a minimum of 500,00 EUR.

9.4. If the Principal (in the same or in connection to another matter) fails to pay any of the invoices issued by SCUA & MICO BELGIUM (in full or on time) in accordance with article 9.3, SCUA & MICO BELGIUM shall be entitled to suspend the execution of any of its works and or any other contractual obligation until said invoices are paid in full.

9.5. The Principal shall not be entitled, for whatever reason, to a set-off or to suspend payment of any invoice issued by SCUA & MICO BELGIUM.

9.6. If one of the circumstances mentioned in article 3.2. of these General Terms occurs, the fees for the works carried out by SCUA & MICO BELGIUM shall become immediately due and payable.

10. LIABILITY

10.1. SCUA & MICO BELGIUM is only liable for its acts or omissions if it can be demonstrated that this act or omission has caused damage to the Principal.

10.2. SCUA & MICO BELGIUM is not liable towards the Principal for any financial and commercial losses, indirect damage or consequential losses, including but not limited to loss of income, revenue or profit.

10.3. SCUA & MICO BELGIUM is also not liable towards the Principal for any damage which ensued from the acts or omissions of third parties upon whom SCUA & MICO BELGIUM has relied in accordance with article 4.5. of these General Terms.

10.4. Furthermore, SCUA & MICO BELGIUM's liability for damage arising due to a shortcoming in the execution of the agreement and/or the operations and/or arising in whichever way during or in connection with SCUA & MICO BELGIUM's professional activity is, insofar as demonstrated, in every instance – irrespective of whether SCUA & MICO BELGIUM has carried out the works itself or whether the works were entirely or partially carried out by a third party – limited to three times the fee paid by the Principal and/or the fee due for the executed works. This limitation of liability shall never exceed an amount of 75.000,00 EUR.

11. LAPSE AND TIME-BAR

11.1. The Principal has to notify SCUA & MICO BELGIUM in writing of every complaint relating to any alleged shortcoming by SCUA & MICO BELGIUM while carrying out its operations and/or relating to any invoice, within 14 (fourteen) days after the Principal has been made aware of the alleged shortcoming or within 14 (fourteen) days after the invoice has been issued if the complaint only relates to the invoice. The complaint shall contain a detailed description of the alleged shortcoming, or the objection to the invoice.

11.2. If the Principal fails to submit a timely and substantiated complaint with SCUA & MICO BELGIUM in accordance with article 11.1., any right to compensation from and/or compliance by SCUA & MICO BELGIUM expires/lapses.

11.3. All claims against SCUA & MICO BELGIUM, on whatever basis or for whichever reason, become time-barred after one year, period starting from the date of the final invoice issued by SCUA & MICO BELGIUM and/or from the date on which the file concerning the relevant works is closed, whichever of the two comes last.

12. JURISDICTION AND APPLICABLE LAW

12.1. The legal relation between SCUA & MICO BELGIUM and the Principal is governed by Belgian law.

12.2. The Antwerp Courts have exclusive jurisdiction to hear any dispute arising between SCUA & MICO BELGIUM and the Principal, and this regardless whether this dispute concerns a principal or incidental claim.

12.3 Insofar as possible, both SCUA & MICO BELGIUM and the Principal shall undertake reasonable efforts to settle the dispute amongst themselves and reach an amicable settlement.