

GENERAL CONDITIONS

1. General conditions

The general conditions define, without prejudice to the application of special conditions, the respective obligations of Neg-Co Bv/Srl and its client (or co-contracting party) on the occasion of all services performed by Neg-Co Bv/Srl, whose registered office is located at 5 Hooghofstraat at 1700 Dilbeek, Belgium, registered at the Crossroads Bank for Enterprises under the company number 0759.446.355.

The client expressly acknowledges having read and understood these terms and conditions and having accepted them without reservation.

The provisions from which there is no express deviation remain applicable. The application of these general terms and conditions can only be changed by express written agreement. It is agreed that in the event of any discrepancy, the special provisions expressly accepted shall take precedence over the general terms and conditions. Furthermore, it is expressly agreed that in the event of a discrepancy between the general terms and conditions of the client and those of Neg-Co Bv/Srl, only the latter shall prevail.

2. Offers

Unless otherwise agreed in writing, offers are valid for 30 days from the date of issue. After this period, Neg-Co Bv/Srl reserves the right to modify its prices without notice.

Any service entrusted by the client to Neg-Co Bv/Srl will be subject to an estimate drawn up free of charge by Neg-Co Bv/Srl. The client who wishes to call upon its services is invited to return the dated and signed document, with the mention "good for agreement" and the initialled general conditions to the following email address: info@neg-co.be. If Neg-Co Bv/Srl does not receive a validly signed quotation, Neg-Co Bv/Srl is entitled to suspend the start of its services. Once the period of validity has passed, the offer will be considered null and void. However, the general conditions of sale will not be sent to you by email or by post as soon as you contact us via internet. In the latter case, Neg-Co Bv/Srl assumes that you acknowledge having read, understood and accepted them without reservation.

The services include exclusively the services as described in the document supporting the offer or the eventual contract and, if necessary, the modifications and addenda expressly agreed between the parties at a later date.

The customer is furthermore informed that the performance of the agreed services may be subject to the prior payment of an advance payment as mentioned in the offer document. In principle, the advance payment is fixed at a minimum of 25% of the total amount of the services. In this case and in the absence of payment, Neg-Co Bv/Srl reserves the right to suspend the execution of its services until full payment of the agreed advance payment.

3. Right of withdrawal

The customer acting for private purposes has a period of 14 calendar days to retract their order if it has been made off-site or remotely, without having to justify the decision. This period starts from the date of confirmation of the order (provision of services). In this case, the customer must notify the company unambiguously either by e-mail to the following address: info@neg-co.be, or in writing to the registered office located at 5 Hooghofstraat at 1700 Dilbeek, Belgium. If the customer makes use of his right of withdrawal, the costs of returning any goods shall remain at his expense.

In application of article VI.53 of the Code of Economic Law, the customer acting for non-professional purposes does not, however, benefit from the right of withdrawal for goods made to the customer's specifications or which were clearly personalised.

In accordance with Article VI.53 of the Code of Economic Law, the customer acting for non-professional purposes does not benefit from the right of withdrawal for:

- Goods made to the customer's specifications or clearly personalised;
- In the case where the service has been fully executed if the execution had already begun with the prior express agreement of the consumer.

4. Duration

This agreement is concluded either for the performance of recurring services (successive services) or for a clearly

defined service or for a fixed period (see offer or order document).

If the agreement is concluded for a clearly defined service or for a fixed period, the agreement shall end when the service has been completed or the term of the agreement has expired. The customer, if he so wishes, may nevertheless terminate this agreement early by paying for the services performed and a fixed compensation fixed at 20% of the total amount still due as loss of earnings (Article 1794 of the Civil Code).

If the agreement is concluded for an indefinite period (recurring assignments) and the duration is not determined by agreement, either party may terminate it by giving one month's notice. The notice period must be sent by registered mail. The notice period starts on the first day of the month following the month in which the registered letter was received. In all cases, the registered letter is deemed to have been received within three working days of its dispatch.

During the period of notice, the present general terms and conditions as well as any specific agreements remain in force.

However, the present agreement will be terminated automatically and without prior notice by Neg-Co Bv/Srl in the cases set out below, without prejudice to the right of the party who invokes this express termination clause to claim compensation:

- in the event of the bankruptcy of one of the parties to this agreement;
- in the event of circumstances jeopardising professional independence;
- in the event of a serious breach by one of the parties of its obligations under this Agreement. Non-payment of benefits, failure to provide the documents necessary for the performance of the services, etc.

The client, if he meets one of these conditions, will be informed by Neg-Co Bv/Srl in writing of the reasons justifying the termination of the agreement.

In any case, at the end of the agreement or in the event of early termination, all documents belonging to the client and which are his property will be made available to him or his representative.

5. Timing and location

Execution times are given as an indication and are set in working days. Exceeding them cannot give rise to the cancellation of the contract.

If a deadline is imperative, it must be clearly specified as such to Neg-Co Bv/Srl or on the document supporting the offer. In the event of force majeure (without this list being exhaustive : strikes, lock-outs, bad weather, storms, fire, floods, wars, computer bugs or viruses, technical incidents, supplier delays, labour shortages, illness, etc.) or unforeseen circumstances, the execution deadlines are suspended until the case of force majeure or the unforeseen circumstance ends. Unforeseen circumstances are understood to mean any circumstances that were reasonably unforeseeable at the time of submission of the offer and that would make the execution of the contract more difficult or more expensive, financially or otherwise, than would normally be expected. If such circumstances do not cease to exist, it shall entitle the parties to request revision or termination of the contract. If these circumstances are such as to result only in an interruption of the services, the performance period shall be suspended by operation of law for the duration of the interruption.

In all cases, the execution periods shall be suspended by operation of law and without the need for prior notification:

- If the terms of payment are not respected;
- If the client decides to make any consequential changes during the course of the services. If these changes or corrections result in an additional cost of more than 10% of the amount initially agreed, the client will be notified and is already informed that these costs will be at his expense;
- If the client does not provide the information or documents requested and necessary for the proper execution of the services within the specified period.

The client is informed that in the event of non-performance, partial or incomplete performance of his obligations (for example, non-payment of the services or agreed advance payment), the service provider is entitled to suspend or postpone the performance of his services until the client has rectified his situation. If this is the case, the service provider will inform the customer by email so that he can meet his obligations within the specified period.

6. Obligations of the parties

Neg-Co Bv/Srl and the client shall each look after their mutual interests and act loyally and in good faith.

Neg-Co Bv/Srl enters into an obligation of means. Neg-Co Bv/Srl executes the services entrusted to it in complete independence. Neg-Co Bv/Srl undertakes to respect the standards of its profession and to provide its services in accordance with the different legislations in force.

Unless otherwise stipulated, Neg-Co Bv/Srl is not obliged to verify the accuracy and completeness of the

information communicated to it by the client or its agents, as well as the reliability of the various documents and documents transmitted by the client. The client guarantees Neg-Co Bv/Srl against any recourse in this respect.

The client undertakes to make available to the service provider, in due time, all documents, parts, data and information necessary for the execution of the agreed service.

The client undertakes to inform the service provider in good time of any information, data or events that could have repercussions on the execution of the service.

He also undertakes to confirm, if necessary, in writing, as soon as possible and at the first request of the service provider, that the documents transmitted are complete.

Finally, when the services provided by Neg-Co Bv/Srl do not correspond to the client's expectations, the client shall inform the service provider without delay. Failing this, the service provider is entitled to consider the services as carried out and performed to the full satisfaction of the client.

Neg-Co Bv/Srl and the client are both bound to the confidentiality of the data exchanged within the framework of the services provided by Neg-Co Bv/Srl. They undertake to refrain, both during the services and after the end of the services, from disclosing the manufacturing or business secrets of each party, as well as the secrecy of any personal or confidential matter of which they may have become aware in the course of their activity.

Neg-Co Bv/Srl and the client undertake to use the information received only within the framework of the proper execution of the services and to authorise access to this information only to members of staff and third parties who need to know it for the proper execution of the contract. In the latter case, this obligation of confidentiality is itself imposed on any person having access to the information concerned.

7. Intellectual property

Neg-Co Bv/Srl retains all intellectual property rights, in their advantages and profits, relating to all intellectual services carried out, even if these fall within the framework of the execution of the contract ordered by the client.

All drawings, drafts, preliminary projects and, more generally, any contributing elements and characteristics relating to the creations of Neg-Co Bv/Srl remains its exclusive intellectual property and are protected by copyright and design rights. They cannot be modified. Any reproduction, even partial, distribution or exploitation of these elements is subject to the prior written agreement of Neg-Co Bv/Srl. Failing this, it is strictly forbidden and will be prosecuted before the competent criminal, civil and/or commercial courts.

Unless otherwise agreed in writing, the client of Neg-Co Bv/Srl only benefits from a licence for internal use within his company and in accordance with the use agreed contractually.

The above also applies in the event of early termination of the contract, whatever the reason for termination.

8. Payment methods

The client, unless otherwise agreed in writing, accepts that Neg-Co Bv/Srl prefers electronic invoicing. Invoices are payable at the latest on the due date mentioned on them.

After this date, any unpaid invoice will automatically and without notice of default produce a conventional interest of 12% per annum, each month started being entirely due, with a minimum rate in conformity with that provided for in article 5 of the law of 2 August 2002 relating to late payment in commercial transactions.

Any invoice unpaid on the due date will, moreover, be increased, automatically and without formal notice, by a fixed and irreducible indemnity of 10% of the amount remaining unpaid with a minimum of 40,-€ per invoice.

Any dispute relating to an invoice must be submitted in writing within eight clear days of its dispatch. Once this period has elapsed, the invoice shall be deemed to have been accepted by the customer.

9. Modifications

Any modification to the services initially agreed must be the subject of a written amendment signed by all parties.

The service provider reserves the right to modify the present general conditions. The conditions applicable to the services are those that have been accepted at the time of the signing of the document supporting the offer.

10. Nullity clause

The invalidity, unenforceability or illegality of one of the clauses provided for in one of the contracts agreed

between the parties (specific and general terms and conditions or other agreements) does not in any way entail the invalidity or null

ity of the other provisions of the contract. All clauses shall remain in full force and effect. 11. Litigation

Except in the event of legal proceedings for payment, the parties undertake to attempt to resolve by means of mediation or conciliation any dispute relating to the validity, interpretation or execution of this agreement.

This shall commence no later than the 15th full day following the request for mediation or conciliation notified by one of the parties to the other party. Unless the parties expressly agree otherwise, the duration of the mediation or conciliation shall not exceed 30 full days. Once this period has elapsed, the parties shall again be free to bring their dispute before the courts and tribunals.

Except in the case of imperative or public policy provisions to the contrary which supersede the present clause, in the event of a dispute between the parties or proceedings for payment, the courts of Brussels, Belgium, shall have exclusive jurisdiction.

The applicable law is Belgian law, in French language.

The parties accept, within the framework of their relations, electronic means of proof.