



GENERAL TERMS AND CONDITIONS OF SALE

1. APPLICATION

1.1. Without prejudice to the application of any special terms and conditions specified in a separate written agreement, these general terms and conditions apply to every offer, order form, quote, invoice or agreement between Vinçotte Academy sa and any person purchasing services (hereinafter referred to as "Recipient"). In case of contradiction between these general terms and conditions and a separate written agreement, the provisions of the written agreement have priority.

1.2. These general terms and conditions are deemed to have been accepted by the Recipient by the mere fact of placing an order. Acceptance of these general terms and conditions also implies that the Recipient fully waives the application of his own general terms and conditions of purchase.

1.3. Vinçotte reserves the right to amend these general terms and conditions until Vinçotte has explicitly accepted the Mission, particularly the training (hereinafter referred to as "Mission").

2. PROVISIONS OF EXECUTION

2.1. All Vinçotte's offers, order forms, quotes and contract proposals are without obligation and do not bind it as such. Unless otherwise stipulated in the quote, the price offer is valid up to one (1) month after the date of the quote. An agreement is only reached between Vinçotte and the Recipient when an order confirmation has been signed by an authorised agent of Vinçotte, the signing of a written agreement or by the provision and invoicing of the work. Any cancellation of a Mission must be in writing at least ten (10) working days before the start of the Mission and is only valid subject to Vinçotte's written acceptance.

2.2. For Vinçotte to be able to execute the Mission in the best circumstances, the Recipient, depending on the nature of the Mission to be executed must:

- make the documents, software, systems required for the proper execution of the Mission available to the agents-visitors, the trainer of Vinçotte executing the Mission (hereinafter referred to as "Employees");
- provide the access formalities and permits, accompany the Employees, give the latter the guidelines that need to be respected in the installation, and make available the different safety devices or equipment for this installation;
- notify to the Employees, via a safety supervisor, the specific information and instructions that refer to the installation whereon training is given and the nature of which will guarantee the safety, hygiene and health of the Employees and the participants ; this information can also be given directly to the Vinçotte prevention adviser;
- if appropriate, make sure that one of the Recipient's representatives is available, among others to operate the devices/installations whereon training is given

2.3. The Mission is given in one of the following languages: Dutch, French, English or German or in any other language on demand.

2.4. Vinçotte and the Recipient undertake to treat all privileged information such as financial, operational and technical obtained during the Mission as strictly confidential and will not disclose it to third parties, with exception of:

- the other party's explicit permission;
- if required on the grounds of legal or regulatory provisions;
- at the request of a court or (supervisory) authority.

In the last 2 cases, the other party will be informed about it.

3. DETERMINATION AND REVISION OF PRICES - INVOICING AND PAYMENT

3.1. Determination of the prices

3.1.1. Every Mission is invoiced against the prices and terms and conditions as specified in the quote, order form or special agreement or, if not included in the quote, order form or any special agreement or in the absence of a quote, order form or special agreement, according to the applicable rates. The prices are drawn up based on a normal working day of eight hours, between 6:00 AM and 8:00 PM, from Monday to Friday, with the exception of public holidays, however the working day (including travel and waiting period) shall not exceed nine hours.

3.1.2. Give rise to a supplement on the specified prices, any work carried out:

- on a normal working day between 8:00 PM and 6:00 AM or on a Saturday between 6:00 AM and 8:00 PM : 50% supplement; or
- more than eight hours a day: 50% supplement; or
- on Saturdays after 8:00 PM, Sundays and public holidays: 100% supplement.

3.1.3. Delay or waiting periods, additional costs and work, such as extra trainings in addition to the agreed Mission that are required on the grounds of the findings during the execution of the Mission, may be charged by Vinçotte. The price of this delay, waiting periods and additional work shall be determined by Vinçotte according to the principles specified in articles 3.1.1 and 3.1.2.

3.1.4. The prices are always without Belgian or foreign taxes (including, but not restricted to VAT). Except when explicitly agreed otherwise, the prices do not include travel and accommodation expenses and the cost of living of the Employees.

3.2. Price revision

3.2.1. The prices included in a price offer or special agreement remain valid for the term of the specific Mission as specified in the price offer or special agreement. In spite of the preceding, Vinçotte explicitly reserves the right to charge additional levies or taxes on the execution, charged or imposed between the day of reaching the agreement and the day of the execution of the work in question, which is payable by the Recipient.

3.2.2. All prices can be revised by Vinçotte at any moment if Vinçotte's costs were to change in pursuance of new taxes and/or levies or changes in Vinçotte's costs as a result of, among others, (without restriction) law amendments, a change in energy prices, a change of the salary and/or fuel costs and/or a change of the exchange rates. New prices will be notified in writing to the Recipient at least fourteen (14) calendar days before the entry into force. After this term, Vinçotte reserves the right to apply the new prices to any new Mission as applicable at the time of the execution of the Mission and as notified to the Recipient.

3.3. Invoicing

3.3.1. An invoice is drawn up for every Mission. The costs and expenses related to the Mission, as well as the additional work and costs (including the additional costs specified in article 3.1.4.), are charged separately. In the absence of a different arrangement in a quote or special agreement, the Mission is charged on the grounds of the tariffs applicable at the time of the execution of the Mission.

3.3.2. If Vinçotte works on a time and expense basis, a minimum sum is charged to the amount of 45 minutes of the hourly rate and this for each Mission, for each Employee and for each day.

3.4. Terms of payment

3.4.1. Unless otherwise agreed in a quote, order form, order confirmation, written agreement or on the invoice, all invoices are payable, before the Mission by wire transfer or by payment terminal. Any protest of an invoice, for whatever reason, must be notified in writing within twenty (20) days upon receipt of the invoice to Vinçotte.

3.4.2. In case of full or partial non-payment of an invoice on the due date, the Recipient, by operation of law and without prior notice of default, shall owe a delayed interest of 1% a month, and this for every already started month. Moreover, in case of continuing non-payment of an invoice after a term of ten (10) days after receiving a notice of default by Vinçotte, the Recipient, by operation of law, shall owe fixed liquidated damages to the amount of 15% of the unpaid invoice amount with a minimum of 50€, without prejudice to Vinçotte's right to claim higher damages subject to proof that the damage suffered was effectively higher. All judicial (in so far legally allowed) and extra-judicial collection charges are payable by the Recipient. In case of non-payment on the due date, Vinçotte is also entitled to suspend any other Missions for the Recipient until full payment of the invoice and all other not yet due claims on the Recipient will be due and payable by operation of law and without prior notice of default. Setoff by the Recipient is explicitly excluded. Payments are first charged on the owed costs, then on the interest and then the principal amount of the oldest still outstanding invoice.

4. LIABILITY

4.1. Subject to contrary agreement, all Vinçotte's obligations under these general terms and conditions comprise obligations to provide a means and our work is carried out according to the rules of good workmanship.

4.2. Any complaint relating to work carried out by Vinçotte must be submitted to Vinçotte in writing within eight (8) days after the damage was discovered by the Recipient or should have been discovered in all reasonableness by the Recipient and in any case within a maximum term of one (1) year after the work was carried out, at the Recipient's risk of forfeiting all rights to demand any solution. The Recipient can obtain on demand the complaint procedure for any complaints and objections. If it turns out that Vinçotte, after written notification, committed any mistakes in the execution of the Mission for which it is liable on the grounds of these general terms and conditions, Vinçotte, within a reasonable period of time after having been notified, shall carry out this work again and bear the costs.

4.3. Without prejudice to compulsory legal provisions to the contrary, Vinçotte (including its employees or subcontractors) are only liable for damage caused by the non-observance of its contractual or legal obligations, if and in so far this damage was caused by a deliberate fault or fraud. Vinçotte is not liable for other faults. If Vinçotte is found to be liable for any form of damage, Vinçotte's liability is limited to maximum two times the invoice amount of the Recipient's order, at least to that part of the order to which the liability refers (and in any case to maximum 2.5 million € for bodily injury and 1.25 million € for any other damage). Vinçotte is solely liable for direct damage. Vinçotte is never liable for indirect damage and costs, including, but not exclusively, consequential damages, lost profit, missed savings, commercial damages or damage to third parties.

4.4. In case of work carried out in the context of applicable legislation, Vinçotte cannot be held liable in so far this work is carried out in accordance with the regulations of this applicable law. The Recipient shall indemnify Vinçotte in the framework of its activities for all possible damage and claims of third parties following the work carried out by Vinçotte in accordance with the regulations of this legislation. The Recipient must inform its insurers of the content of these general conditions and must make them effective against its insurers.

4.5. Under no circumstances can Vinçotte be held liable for damage caused by its Employees:

- if they were not accompanied by the Recipient or one of the Recipient's representatives or employees;
- if they were asked to operate or manipulate devices which should have been operated or manipulated by the Recipient or one of the Recipient's representatives or employees;
- if they had not been notified of certain special characteristics of the devices or installations to be inspected or if they received unclear, wrong, incomplete or ambiguous information.

4.6. The specified terms in a price offer or special agreement are only indicative and they do not bind Vinçotte. A delay in the execution of the Mission, for whatever reason, can under no circumstance give rise to the dissolution of the Mission or any form of damages.

The execution of the Mission expect precision whereby cancellation or delay can happen because of unfavourable weather and/or exceptional conditions. The Recipient has no right to any compensation.

5. TERM

The agreement between Vinçotte and the Recipient is reached for the term determined in the special agreement.

6. NON-POACHING CLAUSE

For the term of the agreement and one (1) year on termination thereof, the Recipient shall in no way, barring Vinçotte's prior written consent, hire the Employee, or otherwise, directly or indirectly, have him/her work for the Recipient or provide services. Any breach of this article by the Recipient shall, by operation of law, give rise to the payment of damages to Vinçotte to the amount of once the gross annual salary of the poached or taken over Employee.

7. INTELLECTUAL PROPERTY RIGHTS

Without prejudice to any written special agreement to the contrary, all intellectual property rights and copyright related to the work carried out by Vinçotte remain the property of Vinçotte or the existing rightful claimants and under no circumstance are they transferred to the Recipient, nor is any reproduction right, right of use or licence assigned to the Recipient.

8. DISSOLUTION

8.1. If at any moment Vinçotte has any doubts regarding the Recipient's creditworthiness or solvency, Vinçotte explicitly reserves the right to demand an advance payment or (a different kind of) security for any work that still needs to be carried out, even if the work has been already wholly or partly carried out. If the Recipient refuses to comply with Vinçotte's request, Vinçotte reserves the right to terminate the agreement immediately and without judicial intervention and without any compensation.

8.2. Vinçotte is entitled to terminate the agreement with the Recipient at all times, with immediate effect, without judicial authorisation, without prior notice of default and without payment of any damages, in the following cases: (i) if the Recipient, in spite of a written notice of default in which a term of at least seven (7) calendar days is respected, remains in default with the (on time) compliance of one or more obligations arising from this agreement; (ii) in case of suspension of payment or (a request for) bankruptcy or any reorganisation under the Act of January 2009 (where applicable subject to observance of Article 35 of this Act) by the Recipient; (iii) in case of liquidation or suspension of the Recipient's activities; or (iv) in case the Recipient's assets are seized (or part of the assets). In case of the Recipient's dissolution Vinçotte also reserves the right to claim compensation for all suffered costs and damage and all Vinçotte's claims on the Recipient become due and payable immediately.

9. MISCELLANEOUS PROVISIONS

9.1. If a (or part of a) provision of these general terms and conditions were to be invalid or void, this does not affect the validity and the enforceability of the other provisions of these general terms and conditions. In this case the parties shall negotiate to replace this invalid or non-enforceable provision by a legally valid and enforceable provision which is as much in keeping with the objective and the scope of the original provision as possible.

9.2. Any provision of these general terms and conditions, the nature of which is meant to survive the termination of the agreement, shall survive the termination of the agreement, including, but without restriction the obligations included in articles 2.4. (non-disclosure), 6 (non-poaching clause) and 7 (intellectual property rights). Termination or dissolution of the agreement shall be without prejudice to the rights of a party acquired prior to this termination or dissolution.

10. APPLICABLE LAW - COMPETENT COURT

10.1. All agreements to which these general terms and conditions apply, as well as all other agreements arising from it, are governed solely by Belgian law.

10.2. For every dispute relating to the validity, the interpretation or the execution of agreements to which these general terms and conditions apply, as well as all other agreements arising from it, an amicable settlement shall be sought. If a party thinks an amicable settlement cannot be reached, the parties agree that all disputes regarding agreements to which these general terms and conditions apply, as well as all other agreements arising from it, fall solely under the jurisdiction of the courts of Brussels.