

# GENERAL TERMS AND CONDITIONS OF SALE AND SERVICE

## Article 1: Scope and binding character of these general terms

- a. Every agreement concluded with ESTRO AISBL shall be subject to the present terms and conditions, unless otherwise agreed in writing.
- b. These conditions shall apply to all relationships between ESTRO AISBL and its customers. They shall have legal precedence over the purchase terms and any other particular terms of the customer.
- c. When particular terms are agreed upon between ESTRO AISBL and the customer, the latter shall prevail on the present terms in so far as they are inconsistent.
- d. The legality, validity and enforceability of other clauses in these General Conditions will not be affected if one of the clauses is or becomes illegal, invalid or unenforceable.

## Article 2: Offers and orders

- a. Our offers are nonbinding towards us. Verbal offers have to be confirmed in writing.
- b. Offers presented by ESTRO AISBL remain valid for a period of 15 working days.
- c. Unless agreed by the customer during that period, the offer becomes void and ESTRO AISBL reserves its right to, amongst other things, raise its initial offer.
- d. Every modification asked by the customer must be confirmed in writing.

## Article 3: Prices

- a. All prices are expressed in Euros, including VAT but not other taxes, duties and other charges, which remain due by the customer.
- b. Prices are based upon the economical conditions, taxes or rights applicable at the moment of the offer, as well as on the prices of the suppliers and contractors.  
They are subject to modifications without any prior notice, in function of the variation of these elements, for any cause whatsoever.

## Article 4: Payment terms

- a. Unless otherwise agreed in writing and in advance, all invoices are payable 30 days invoice date without discount or retention.
- b. When a payment is processed online (by credit card), the amount paid is debited from the card within the next 72 hours.
- c. By non-payment of an invoice upon its due date, the immediate payment of any outstanding invoices shall be due.
- d. ESTRO AISBL reserves the right, after prior written notice, to suspend the provision of the services, in case of non payment of its invoice, without prejudice to any other right of action. A lump sum amounting to 15% of the unpaid invoices shall be added to any amount unpaid within 30 days as from the due date, without prior written notice, and with a minimum of € 125.
- e. Moreover, legal interests' rate + 1,5 % published by the *SPF Finance* will be applied without prior notice to all sums remaining unpaid 30 days as from the due date.

## Article 5: Complaints and termination

- a. Any claim shall be submitted by registered letter within eight working days after service delivery or upon receipt of an invoice.
- b. Each Claim shall include a detailed description of the breach.
- c. A Claim will never entitle the customer to terminate the contract.
- d. In case of severe breach by the customer of a clause of the present terms or of the particular terms, including the non payment of an invoice on the due date, or in case of serious threat to the financial health of the customer ESTRO AISBL will be entitled to terminate the contract without indemnity, 15 days after a registered mail with proof of receipt has been sent.
- e. In case of termination due to a gross negligence of the customer, ESTRO AISBL reserves the right to claim indemnification evaluated at 15% of the total amount ordered, without prejudice to its right to demonstrate that its damage is higher.

## Article 6: Confidentiality

- a. ESTRO AISBL agrees not to disclose:
  - i. Information, data, documents or any other element (material or immaterial) that the customer puts to its disposal in the scope of the services ordered.
  - ii. Information collected by or at the occasion of the execution of the services, with the exception of information already in the public.
- b. ESTRO AISBL shall take all reasonable measures in order to avoid any disclosure of abovementioned information by its employees, contractors, partners or every other person working with ESTRO AISBL.
- c. If ESTRO AISBL must in the scope of the execution of the services disclose confidential information to third parties, it will take the necessary measures to impose the same confidentiality to this third party.

## Article 7: Intellectual Property

- a. Unless the contrary is confirmed in writing, ESTRO AISBL is the sole owner of any logo, website, text, illustration,... contained in its services, as well as of every copyright or any intellectual property related to these services, within the limit of rights owned by third parties.
- b. The Customer cannot copy, disclose, stream or sell, by any mean whatsoever, these data and to harm, directly or indirectly or through the medium of a third Party, and by any means, the copyrights and any other right owned by ESTRO AISBL
- c. Unless the contrary is confirmed in writing in an agreement, all copyright and intellectual property will at all times remain vested in ESTRO AISBL. The customer is licensed to use the materials only within the framework the contract and for a defined limited period. Any imitation or reproduction without written authorisation is strictly forbidden. Consequently, the buyer acknowledges that ESTRO AISBL reserves the right to reproduce identical or similar materials to other clients.

## Article 8: Liability

- a. ESTRO AISBL executes the services and handles the items handed over by the customer within a due care obligation.
- b. ESTRO AISBL cannot be held responsible for any loss or damages to items entrusted to them, regardless of the shipping method, even when the transport is paid by the customer.
- c. ESTRO AISBL cannot be held liable for any direct or indirect, material or physical, damage suffered by the client or any third party and arising from the execution of the services.
- d. Notwithstanding the above-mentioned clause, if the liability of ESTRO AISBL is proven, this liability would be limited to the charges for the relevant service.

## Article 9: Force Majeure

- a. ESTRO AISBL reserves its right to suspend the provision of services when circumstances occur, which are unpredictable and make the normal execution of the services harder or impossible occur.
- b. Shall be considered as unpredictable events: war, mobilization, invasion, public disorder, embargo, strikes, riots, lock-outs, epidemic diseases, quarantine, damage of machinery, fire, explosions, interruption of energy and other raw materials, restrictions or any other interdiction caused by the State, the weather conditions, floods, or significant price increases,...
- c. Delays or non execution of the Services caused by such cases of Force Majeure shall not give right to any indemnification.
- d. Should the events of force majeure persist for a continuous period higher than three months; each party will then be entitled to ask for the termination of the Agreement, without breach and indemnity, by notice in writing and by registered mail.

## Article 10: Miscellaneous

- a. When ESTRO AISBL finds it necessary or desirable ESTRO AISBL reserves the right to sub-contract the execution of the services to third parties.
- b. If any clause of these general terms and conditions becomes void or unenforceable by force or operation of law, the remaining clauses shall remain valid and enforceable.

## Article 11: Governing law and Jurisdictions

- a. These General Terms and Conditions are to be construed in accordance with, and governed by the laws of Belgium
- b. In case of dispute, ESTRO AISBL shall have the right to proceed before the Courts or to choose for arbitration.
- c. When ESTRO AISBL chooses for the Courts, only the Brussels courts shall have exclusive jurisdiction.
- d. Notwithstanding the foregoing, ESTRO AISBL shall have the right to proceed before the Courts of the seat of the Customer.
- e. In case of Arbitration, it will be held in Brussels. The Cepani Rules will be applicable.
- f. The language of Arbitration shall be decided by ESTRO AISBL and shall in all circumstances be the French, Dutch or the English language.