

UNIVERSITY OF NAMUR – TERMS AND CONDITIONS OF SALES

1. DEFINITIONS

- 1.1. "UNAMUR stands for Université de Namur, ASBL with its registered office at 61 rue de Bruxelles, B-5000, Namur, BELGIUM;
- 1.2. "CUSTOMER" stands for a person or organization to whom the UNAMUR is to supply SERVICES;
- 1.3. "TERMS" stands for the terms set out in this document;
- 1.4. "SERVICES" stands for any and all services as set out in the CONTRACT;
- 1.5. "WORK SCHEDULE" stands for any programme for the performance of the SERVICES;
- 1.6. "CONTRACT" stands for any written quotation of the UNAMUR which is accepted in writing by the CUSTOMER: That is the offer to supply services when countersigned by the CUSTOMER;
"IPR" stands for patents, copyright, registered and unregistered design rights, utility models, trade marks (whether or not registered), database rights, rights in know-how and confidential information and all other intellectual and industrial property rights and similar or analogous rights existing under the laws of any country, and all applications for and rights to apply for or register those rights.

2. SCOPE OF APPLICATION

- 2.1. The present Terms apply to any order of Services transmitted to UNamur;
- 2.2. Unless otherwise specified, and despite any other document from the Client, any offer is solely governed by the present Terms;
- 2.3. The Client specifically recognizes to have read and accepted the present Terms, which he accepts to comply to.
- 2.4. The CONTRACT including these CONDITIONS represents the entire agreement between the UNAMUR and the CUSTOMER in connection with the SERVICES and supersedes and replaces all previous understandings whether written, oral, express or implied, in connection with the subject matter.

3. ORDERS AND SPECIFICATIONS

- 3.1. The CUSTOMER is responsible for ensuring the accuracy and completeness of any order or any variation to any order (including but not limited to any applicable specification).
- 3.2. The CUSTOMER is also responsible for giving the UNAMUR sufficient information concerning the SERVICES or WORK SCHEDULE within a sufficient time, to enable the UNAMUR to perform the CONTRACT in accordance with its terms.
- 3.3. All information and any other materials to be supplied or provided to the UNAMUR by the CUSTOMER in connection with the SERVICES shall be delivered and collected at the cost and risk of the CUSTOMER and in accordance with reasonable requirements of the UNAMUR.

4. SERVICE EXECUTION

- 4.1. The WORK SCHEDULE is only given as a provisional indication and shall never been interpreted as a compulsory deadline, unless otherwise specified. The UNamur responsibility will only be justified if the delay is important and imputable to a heavy error.
- 4.2. In no case shall the UNamur be held responsible for any delay in the execution of the Contract because of the Client's failure or unavailability.

5. VARIATIONS AND CANCELLATIONS

- 5.1. No variation to these CONDITIONS or SERVICES or WORK SCHEDULE shall be binding unless and until agreed in writing between properly authorised representatives of the CUSTOMER and the UNAMUR.
- 5.2. No order may be cancelled by the CUSTOMER after it has been accepted.

6. PRICE, INVOICING AND PAYMENT

- 6.1. The full price (in Euro exclusive VAT) of the SERVICES is the UNAMUR estimated price. The CUSTOMER will pay any applicable VAT in addition

to the price.

- 6.2. If the CONTRACT is more than twelve (12) months duration, the UNAMUR reserves the right to increase the estimated price within a one-month notice.
- 6.3. If the UNAMUR notifies the CUSTOMER of an increased price, the CUSTOMER may terminate the CONTRACT without penalty by giving notice to UNAMUR at any time before the effective date of the increase and the CONTRACT will terminate on the effective date of the increase.
- 6.4. The UNAMUR will invoice the CUSTOMER for all sums payable under Clause 6.1 within a month after commencement of supply of the SERVICES.
- 6.5. The CUSTOMER will pay each invoice in full within 30 days after the date of the invoice.
- 6.6. If the CUSTOMER fails to pay any invoice in full by the due date, then without prejudice to any other right or remedy available to it, the UNAMUR shall be entitled at its sole discretion and without further notice to cease to perform all or any part of the SERVICES.
- 6.7. Any invoice not paid in full will bear a late payment interest rate at the rate, relative to the year when the SERVICES have been booked, defined by the law of 2 August 2002 (directive 2000/35/CE of the European parliament and the Council of 29 June 2000).

7. WARRANTIES AND LIABILITIES

- 7.1. The CUSTOMER accepts that all information supplied by the UNAMUR in connection with the SERVICES is supplied on an "as is" basis. The UNAMUR gives no warranty as to its fitness for any purpose and/or that it will solve any problem put by the CUSTOMER.
- 7.2. The UNAMUR will use reasonable endeavours to ensure that the SERVICES are supplied and the WORK SCHEDULE is performed in a professional manner. The UNamur will ensure the accuracy of any report or any other information supplied to the CUSTOMER but shall not be liable for any delays, inaccuracies or omissions unless they are the result of negligence on the part of the UNAMUR.
- 7.3. In any event, the UNAMUR liability, as mentioned above in respect of inaccuracies or omissions, shall be limited to re-working or re-performance or corrections of all or part of the SERVICES, in respect of which the CUSTOMER can show there are inaccuracies or omissions as a result of negligence on the part of the UNAMUR or its employees and in respect of which the CUSTOMER has made payment in full.
- 7.4. The UNAMUR employees, students and agents are not authorised to make any representations or give any guarantees concerning the SERVICES or WORK SCHEDULE or CONTRACT.
- 7.5. In the event that any SERVICES require special security rules, the CUSTOMER shall inform the UNAMUR as soon as possible. If the CUSTOMER fails to comply with this obligation, the UNAMUR shall be entitled to cease the performance of SERVICES at once. The CUSTOMER shall have the obligation to indemnify the UNAMUR for all damages caused.

8. INTELLECTUAL PROPERTY

- 8.1. All pre-existing IPR of the UNamur or the Client remain their sole property.
- 8.2. Unless otherwise specified, the UNamur is the sole owner of any IPR resulting from the Services. The Customer shall not use, copy or reproduce any of the IPR.
- 8.3. Any item resulting from the Service and namely reports remain the sole property of the UNamur, unless otherwise specified in the contract. The Client has the right to use these items or reports only in the execution of his internal management.
- 8.4. The Client must not misrepresent any conclusions expressed in any written report or other written information supplied as part of the Services. No such conclusions or any such written information may be used in any legal proceedings as evidence of the facts or opinions stated by the UNAMUR.

9. CONFIDENTIALITY

- 9.1. All information exchanged between CUSTOMER and the UNAMUR regarding the SERVICES must be considered confidential unless otherwise agreed by writing and cannot be provided to a third party nor publically broadcast.
- 9.2. Furthermore, parties will take reasonable endeavours to make sure no accidental divulgation of confidential information takes place.
- 9.3. Without prejudice to the provisions of the previous paragraphs, the UNamur is allowed to mention the Client's identity as well as a short general description of the performed Service in flyers, promotional material or offers for other projects.

10. NON-ENTICEMENT

During the execution of the SERVICES and for a subsequent two-year period after the end of the contract, the parties undertake to forbid themselves to offer or conclude, directly or indirectly any collaboration or consultancy contract with an actual or former employee or associate of each party involved directly or indirectly in the SERVICES.

11. END OF SERVICES

At the end of the mission, when the SERVICES are fully executed, the UNAMUR will issue a report. The report will be signed by the CUSTOMER to acknowledge the safe reception of the SERVICES and agreement on its terms.

12. EARLY DISSOLUTION OF THE MISSION BY THE CLIENT

In case of early dissolution of the mission by the Client, a fixed compensation of 30% of the total value of the Contract is payable, without prejudice to any amount invoiced or paid. The sum of the compensation and the amounts already paid must not exceed the total value of the Contract.

13. CONTRACT TERMINATION

- 13.1. The UNamur is entitled to rescind the Contract and interrupt the Services, by simple notification to the Client by registered letter, in case of heavy non-fulfilment of one of the Client's contractual obligations (notably in case of payment delays or if it is obvious the Client will not execute any of his principal obligations, even when the obligation is not yet due).
- 13.2. In case of early termination of the mission, a fixed compensation of 30% of the total value of the Contract is payable, without prejudice to any amount invoiced or paid. The sum of the compensation and the amounts already paid must not exceed the total value of the Contract.

14. CLAIMS

- 14.1. Under penalty of foreclosure, any complaint or claim will be filed to justice within one year from the end of the CONTRACT (date of signature of the performance report).
- 14.2. No waiver by UNAMUR of any breach or alleged breach of any provision of the CONTRACT including these CONDITIONS by the CUSTOMER shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.3. If any provision of the CONTRACT including these CONDITIONS is held by any competent authority to be invalid or unenforceable in whole or in part the validity or enforceability of all other provisions of the CONTRACT including these CONDITIONS and the remainder of the provision in question shall not be affected.

15. APPLICABLE LAW AND COMPETENT COURTS

- 15.1. The Contract, including these Terms, is governed by Belgian law without regards to its conflict of law rules.
- 15.2. Any dispute arising in connection with this CONTRACT, including any dispute related to the validity, interpretation, implementation and/or termination of this CONTRACT, which cannot be amicably settled within the sixty (60) days following its occurrence, shall be finally settled by the competent courts of Namur, Belgium.
- 15.3. The language of the proceeding shall be French.

16. GENERAL

- 16.1. Any notice required or permitted to be given by either party to the other under the CONTRACT must be in writing and addressed and delivered to that other party at its registered office or principal place of business, or to a fax number or e-mail address provided by that party for the service of notices, or to any other address notified in accordance with this clause.
- 16.2. Notices may be sent by post or e-mail, and will take effect:
 - if sent by first class pre-paid post, on the third working day after posting;
 - if sent by airmail, on the seventh working day after posting;
 - and if sent by e-mail, immediately provided the sender can prove a clear transmission report showing delivery to the correct e-mail address.

