

General Conditions

Definitions

Internet Architects: the limited liability company with registered office at Koningin Astridplein 41, 2018 Antwerp, Belgium, and company number 0879.259.171.

Services: the services delivered by Internet Architects.

Product: the applications, schemas, concepts, documentation, guidelines, graphics or any other item delivered by Internet Architects.

Article 1: Applicability

1.1 These general conditions, hereafter 'General Conditions', apply to all offers and quotes made by Internet Architects to its customers, hereafter 'Customers', and to all agreements between Internet Architects and its Customers, except if otherwise agreed upon in writing. These General Conditions take precedence over all other conditions from the Customer or from a third party, even if Internet Architects hasn't expressly protested such conditions.

1.2 All conditions other than these General Conditions, including all deviations from these General Conditions, even if they originate from a person representing Internet Architects, must be confirmed by Internet Architects in writing in order to bind Internet Architects.

1.3 Internet Architects reserves the right to change these General Conditions. Internet Architects will give notice in writing to the Customer of any changes in these General Conditions, in a format chosen by Internet Architects. Such notice will be given at least one month before the changes enter into force. If the Customer objects the changes in writing within 14 days, the old version of the General Conditions remain in effect. If the Customer does not or does not timely object the changes, the new General Conditions will take effect.

1.4 Technical information in the form of brochures, graphics, illustrations and related information are meant to give a general impression about Internet Architects and are not binding.

Article 2: Offers and orders

2.1 Unless otherwise stated in the offer itself, all offers are valid for 30 days.

2.2 Every quote from Internet Architects that is not part of a written offer, is only binding to Internet Architects if accepted in writing by Internet Architects.

2.3 Agents and representatives from Internet Architects don't have the power to bind Internet Architects. Orders taken by them need to be confirmed in writing by Internet Architects.

Article 3: Prices and payment

3.1 All prices from Internet Architects are in Euro and are exclusive of VAT. Any rise in VAT or any other tax of any nature between the moment of the order and the execution of the tasks as described in the offer will be charged to the Customer.

3.2 Prices are linked to 80 % of the general index of consumer prices that is monthly published in the Belgian Official Gazette. The index that serves as the basis for all calculations is the index of the month prior to the date of the offer of Internet Architects. This index gives a realistic view of the real costs of Internet Architects. Each year, on 1 January, the prices will be adapted automatically according to this formula: 20 % of the price + 80 % of the price * (new index/old index), or sooner in case of an index adjustment of more than 3 %.

3.3 All invoices need to be paid within 30 days after the date of the invoice.

3.4 On all invoices that are not paid on the due date, an interest of 12 % is due and the amount of the invoices will be raised by 10 % as compensation for late payment.

3.5 If an invoice is not paid on the due date, all other invoices to the same Customer become payable immediately.

3.6 In case the Customer protests an invoice, a written and motivated notice needs to be given by registered mail to Internet Architects within 5 days after the invoice date. The Customer's payment obligation is not suspended by such protest.

Article 4: Delivery and acceptance

4.1 Unless otherwise agreed upon in writing, all delivery terms are indicative and not binding.

4.2 Delivery occurs by the performance of the Services and/or by making the Products available, and the report from Internet Architects that the Services were performed and/or that the Products are ready for use. After receiving such report, it is the Customer's duty to check the correct delivery of the Services and/or Products and to test them carefully.

4.3 Unless otherwise agreed upon, the Customer has 7 calendar days, starting from the delivery date, to inform Internet Architects of the partial or complete acceptance or refusal of the Services/Products. The Customer needs to motivate any partial or complete refusal by registered mail. The absence of any protest from the Client within the 7 aforementioned calendar days implies the acceptance of the Services/Products and the successful execution of the tests.

4.4 Hidden defects need to be reported by registered mail within 5 days of discovery. The Customer bears the risk if the Customer failed to perform the necessary test(s) after the delivery of the Services/Products.

Article 5: Warranty and Liability

5.1 Although Internet Architects will perform the Services and deliver the Products to the best of its ability, Internet Architects does not offer any guarantee on the delivered Services or Products, such as the guarantee that the Services or Products will be suitable for a specific goal.

5.2 Internet Architects is not liable for any damages that are not a direct and immediate result of a grave error or proven intent. Internet Architects will never be liable for indirect damages or consequential damages, such as loss of income, claims by third parties, loss of data, etc. even if Internet Architects was notified of the possibility of such damages.

5.3 Internet Architects' liability for direct damages is limited to the restoration in kind by redelivering the Services or Products.

5.4 The Customer will hold harmless Internet Architects against all costs, including attorney costs, compensations, damages, claims, expenses and procedures that result from claims made by third parties as a result of Customer's acts.

5.5 Internet Architects' contractual and non-contractual liability is in any case limited to 50 % of the amounts invoiced to and effectively paid by the Customer for the Services and/or Products that are the cause of the liability.

Article 6: Ownership

6.1 At all times Internet Architects remains the owner of all intellectual and other property rights on all Products delivered and on all results of Services delivered, including the source code, unless explicitly agreed otherwise in writing.

6.2 For the delivery of the Services/Products, Internet Architects may use its in-house developed standard as it has evolved at that point in time and continues to be developed thereafter (hereafter 'the Standard'). This Standard consists of, among other things, the Despat pattern library and its accompanying guidelines. All intellectual property and other rights on this Standard are the exclusive property of Internet Architects. No offer, quote, order, agreement or cooperation can give the Customer any property right in or exclusive right on this Standard, even if specific parts of it or additions to it were developed specifically for the Customer. Any user license granted on the Standard must be described in writing and will only relate to those guidelines and patterns that were delivered to the Customer. User licenses are granted to the Customer's specific entity that contracted the work order (and not to its mother, daughter, sister or any other linked entities). No agreement with the Customer will ever limit Internet Architects in its right to extend the Standard, even with (parts of) the Product or results from the Services.

Article 7: Retention of title

In case a transfer of (intellectual) property has been agreed upon in writing, all Products delivered and all results from Services as well as all accompanying intellectual property rights remain the property of Internet Architects until all invoices are fully paid by the Customer. Internet Architects is free to continue using any know-how gained during the execution of the Agreement.

Article 8: Postponement, cancellation, annulment, termination

8.1 If and so long the Customer does not comply with any contractual obligations, Internet Architects has the right to suspend the fulfillment of its obligations notwithstanding Internet Architects' other rights towards the Customer.

8.2 Internet Architects has the right to terminate its agreements with the Customer by registered mail, without freeing the Customer of its obligation to pay any amounts due and notwithstanding its right to compensation in case of following situations: (a) if the Customer, after written notice, fails to comply within 30 days with its obligations (such as paying invoices); (b) if the Customer becomes insolvent or seeks protection under any bankruptcy, receivership, creditor's arrangement, composition, liquidation, suspension of payment or comparable proceeding or if any such proceeding is instituted against Customer.

8.3 In case of cancellation or breach of an agreement or order by the Customer or by Internet Architects due to a shortcoming of the Customer, the Customer is by law and without intervention of a court obliged to pay Internet Architects a fixed compensation of 20 % of the full amount for the order, notwithstanding the right of Internet Architects to prove higher damages.

Article 9: Transfer – Subcontracting

9.1 The Customer is not allowed to transfer its rights and obligations partially or as a whole to third parties unless otherwise and explicitly agreed upon in writing by Internet Architects.

9.2 Internet Architects reserves the right to have third parties execute the delivery of the Services or Products in whole or in part.

Article 10: Non-solicitation

10.1 From the start of the cooperation until 24 months after the termination, the Customer agrees not to hire any staff from Internet Architects directly or indirectly as an employee or on any other basis, nor will the Customer attempt to do so. In the context of this article, the term 'staff' means all personnel or other persons, such as 'freelancers' and subcontractors.

10.2. Should the Customer act in breach of this article, the Customer will pay the damages suffered by

Internet Architects. The compensation will amount to two times the gross annual salary of that person and not be less than 25.000€. (The Customer acknowledges that this is a fair estimate of the cost for hiring and training such person.)

Article 11: Applicable law – Competence

11.1 Any proceedings regarding the execution or interpretation of an agreement must be initiated by the Customer within 2 years of the origination of the underlying cause. After the expiry of this period the complaint is deemed to be inadmissible.

11.2 These General Conditions and all agreements between Internet Architects and the Customer are subject to Belgian law. The courts of Antwerp have jurisdiction.

11.3 The Customer acknowledges that all e-mail communication between the Customer and Internet Architects consists legally written evidence.

On behalf of INTERNET ARCHITECTS

On behalf of the Customer

David De Block
General Manager Internet Architects