



Arteel

RecognizePlus agreement

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General Data Protection Regulation
(GDPR) agreement

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General Conditions of Sale



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1. RecognizePlus agreement

1.1. Subscription

The Subscription will auto-renew at the end of the Subscription Period. The Subscriber can cancel at any time. The cancellation is effective at the end of the current Subscription Period. Unless otherwise specified in our proposal, the Subscription Period is one year.

1.2. Bespoke Development & Project Work

In case we would need to customize RecognizePlus or perform additional work, this work will be invoiced at the hourly rates of €75 for a Creative Designer, €95 for a Software Engineer, €110 for a Customer Success Associate and €155 for a Subject Matter Expert.

1.3. Billing on Issuance

- All Saving Points distributed by a Coordinator to a User on RecognizePlus have an Award Point value. These Award Points have a monetary value. A User can redeem received Award Points for items from the Reward Catalogue. This Reward Catalogue is comprised of merchandise items and retail gift cards.
- Award Points are billed prior to them being made available for distribution by Coordinators.
- Both merchandise items and retail gift cards are expressed in Award Points for billing purposes.
- Merchandise items are charged at the Arteel Cost Of Goods Sold (COGS). This COGS includes Arteel's Actual Cost for the reward products from its Suppliers plus any direct, indirect, or laid-in costs. Applicable Taxes, or Duties are not included in the COGS. Unless otherwise specified in our proposal, Shipping Costs is not included in the COGS. This COGS is usually less than, and maximally equal to, the manufacturer's suggested retail price.
- Retail gift cards are either charged at the face value or at the face value plus 6.95%. Unless otherwise specified in our proposal, all retail gift cards are charged at the face value. Unless otherwise specified in our proposal, any mark-up on the face value of retail gift cards, will increase the Award Points value of these gift cards.
- Saving Points distributed to Users remain at their disposal until the end of the Subscription Period unless the Subscriber specifies a Point Expiration policy.
- At the Subscription end, 85% all Saving Points not distributed or redeemed, can be transferred into gifts or other products according to Arteel's GiftServices offering (<https://arteel.eu/giftservices/>).

1.4. Invoicing Schedule

- All costs for the set-up, the configuration and any additional planned work, are billed upon project acceptance by the Subscriber.
- The initial Subscription fee is billed upon project acceptance by the Subscriber. Any later subscription is billed at the start of every new Subscription Period.

1.5. Tax Implications

Tax rules vary by country. In countries such as Belgium where awards with monetary value are considered taxable by law, Award Points are treated as a Taxable Benefit. Unless you will cover the tax



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liability on Award Points through a 'gross-up', recipients are responsible for any tax liability. As per Belgian law, you should process Award Points in payroll when they are transferred to a User, regardless of when the User decides to redeem the Award Points for an item in the Reward Catalogue.

1.6. SLA & Support

Arteel makes commercially reasonable efforts to make its service available 99.95% of the time during the Subscription Period. Arteel shall provide technical and helpdesk support to the Subscriber and Users from 9 am to 5 pm CET time, each day which is not a Saturday, Sunday or public holiday in Belgium.

1.7. Intellectual Property

This is an agreement for access to and use of RecognizePlus and no ownership rights are conveyed to the Subscriber. Arteel retains all right, title and interest (including all intellectual property rights) in and to the RecognizePlus Platform and related services.

1.8. Marketing

Subscriber agrees that Arteel may include Subscriber's name and logo as a Subscriber who uses or used the Services in conferences, presentations or any other publications materials.

1.9. Liability

Arteel's liability with respect to any single incident arising out of or related to this agreement will never exceed the amount paid by the Subscriber hereunder in the twelve months preceding the incident. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events that occur after the signing of this Agreement and that are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services.

1.10. Modifications of Conditions

Arteel reserves the right to modify these general conditions. The changes become immediately operative as of the notification to the Subscriber.

1.11. Jurisdiction

This agreement is governed by Belgian law and only the courts of the place of the registered office of Arteel are competent.



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2. General Data Protection Regulation (GDPR) agreement

2.1. Introduction

This agreement serves to regulate the processing of certain Personal Data, which Arteel's client – acting as **Data Controller** – has at its disposal.

Specifically, Data Controller wishes to transfer certain Personal Data of its Clients or Employees to Arteel (acting as **Data Processor**) for processing. This agreement governs the execution and organization of the processing of these data by Arteel, and also includes the necessary guarantees with regard to the protection of their privacy.

Before proceeding to the actual transfer of the relevant Personal Data, Data Controller shall take all measures to ensure strict compliance with the General Data Protection Regulation (hereinafter "GDPR") and the Belgian or other applicable Law, which implies that Data Controller, among other things, shall inform the Clients or Employees concerned in full about the purpose of the transfer of these data, the nature and content of the transferred data and also shall obtain the specific approval of the Clients or Employees concerned about this transfer.

In this sense, this agreement includes the technical and organizational measures (see Article 32 of the GDPR) – which aim to ensure that the processing complies with the requirements of this Regulation and, moreover, that the protection of the rights of the Data Subject is guaranteed. In assessing the appropriate security level, particular account shall be taken of the processing risks, in particular as a result of the destruction, loss, modification or unauthorized disclosure of or unauthorized access to transmitted, stored or otherwise processed data, whether by accident or by unlawful intent.

2.2. Definitions

- 2.2.1. In this agreement, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:
- 2.2.1.1. "Affiliate" means an entity that is owned or controlled by or is or under common control or ownership with the Data Controller, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;
 - 2.2.1.2. "Applicable Laws" means (a) European Union or Member State laws with respect to any Personal Data and (b) any other applicable law with respect to any Personal Data in respect of which any company is subject;
 - 2.2.1.3. "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of Belgium;
 - 2.2.1.4. "EEA" means the European Economic Area;



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- 2.2.1.5. "Clients": means (1) customers or customer representatives of the Data Controller; or (2) the gift addressees as appointed by those customers or customer representatives
 - 2.2.1.6. "Employees": means (1) employees and contingent workers (such as temporary workers, freelancers, independent contractors, other outsourced non-permanent workers) as employed by the Data Controller; or (2) the gift addressees as appointed by those employees or contingent workers
 - 2.2.1.7. "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
 - 2.2.1.8. "GDPR" means EU General Data Protection Regulation 2016/679;
 - 2.2.1.9. "Services" means the services and other activities to be supplied to or carried out by or on behalf of Data Processor for Data Controller pursuant to the Principal Agreement; and
 - 2.2.1.10. "Subprocessor" means any person or any third party appointed by or on behalf of Data Processor to Process Personal Data on behalf of Arteel in connection with the Principal Agreement.
- 2.2.2. The terms, "Commission", "Data Controller", "Data Processor", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2.3. Processing of Personal Data

- 2.3.1. Each party shall:
 - 2.3.1.1. Comply with all applicable Data Protection Laws in the Processing of Personal Data; and
 - 2.3.1.2. Not Process Personal Data other than on the relevant documented instructions unless Processing is required by Applicable Laws to which the parties are subject. In accordance with the instructions of Data Controller and the contents of this agreement, Arteel shall only process the Personal Data in accordance with the provisions of Appendix 1 of this agreement.
 - 2.3.1.3. In order for Arteel to process the Personal Data, the relevant data must be made available by Data Controller, after the prior specific permission has been obtained by the Clients or Employees concerned. Only the Personal Data that are strictly necessary for the purposes described in Appendix 1 can and may be processed by Arteel. This processing of the relevant data, as well as the way of making it available, shall always be done in a safe manner.

2.4. Duration of the Agreement

- 2.4.1. This agreement enters into force on the date of, and forms an integral part of the Principal Agreement. In this sense both agreements have the same period of validity.
- 2.4.2. If the Principal Agreement ends, this Processing Agreement ends automatically. In the same sense, the Processing Agreement cannot be terminated separately.
- 2.4.3. After termination of this processing agreement, the current obligations for both parties, such as the reporting of Data Leaks, relating to Personal Data shall continue. The same applies to the



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confidentiality obligation as to the Personal Data.

2.5. Use of Personal Data

- 2.5.1. The Personal Data may only be processed by Arteel for the purposes described in Appendix 1 of this agreement. This implies the fundamental obligation to only use the data internally. The communication thereof to third parties, in any way whatsoever (by means of transmission, distribution or in any other way) is prohibited, unless this is obliged by law or unless Arteel has to ship catalogue items. For shipments of catalogue items, Arteel will provide the relevant order fulfilment partner with the user's – or the recipient's – name, address and – if needed or requested by the user, the recipient or the fulfilment partner – phone number and/or email. A list of these fulfilment partners, which act as subcontractors is available in Annex 2. Arteel has entered into a written agreement with these Subprocessors as least as restrictive as this Data Protection agreement. Arteel remains responsible for all actions by the Subprocessors with respect to the Processing of Personal Data under this agreement. In case the Services include the delivery of a parcel in a non-EEA country, Personal Data will be communicated to the competent foreign customs authorities and to a local operator in charge of distributing the parcel abroad.
- 2.5.2. Arteel is prohibited from making a copy of the Personal Data provided, with the exception of a back-up, if this is necessary for the execution of the assignment as described in this agreement. Arteel shall not retain the data for longer than is necessary for the performance of the Service.

2.6. Obtaining Personal Data directly from Data Controller Clients or Employees

- 2.6.1. If in the execution of this agreement, Arteel obtains Personal Data directly from the Employees or Clients of Data Controller and registers this data, it shall comply with the provisions of article 13 of the GDPR and inform the Data Subjects (e.g. by means of a privacy policy or analogous document that defines the terms of use of the Personal Data).
- 2.6.2. The Data Controller can at any time request to review the content and manner of the prior notification from Arteel.

2.7. Confidentiality

- 2.7.1. Data Processor shall treat the Personal Data in strict confidence.
- 2.7.2. By means of a confidentiality declaration, Data Processor has ensured that (future) staff members are bound by the confidentiality obligation laid down in this Article 2.7.

2.8. Staff, agents and contractors

- 2.8.1. Each party shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Subprocessor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply



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with Applicable Laws in the context of that individual's duties to the other party, ensuring that all such individuals are subject to contractual confidentiality obligations or professional or statutory obligations of confidentiality.

2.9. Security

- 2.9.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each party shall in relation to the Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 2.9.2. In assessing the appropriate level of security, each party shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

2.10. Subprocessing and export

- 2.10.1. Arteel shall not appoint nor disclose any Personal Data to any Subprocessor except fulfilment partners without the prior written consent of Data Controller (cf. Article 2.5).
- 2.10.2. Arteel shall not export any Personal Data outside the European Economic Area.

2.11. Liability

- 2.11.1. Arteel is not responsible for any claims from Clients or Employees, other persons, other organizations or any third party with whom Data Controller has entered into any cooperation or whose Personal Data Controller personally processes.
- 2.11.2. Arteel shall be able to recover in full any penalty by the Supervisory Authority that is the result of the above-mentioned action. In this context Data Controller agrees to indemnify Arteel in full from such claims.
- 2.11.3. Data Controller expressly understands and agrees that (to the fullest extent permitted by law) Arteel shall not be liable to any party for any direct, indirect, incidental, special, consequential, exemplary, punitive or any other damages for use of this Service or other hyperlinked Services, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Arteel has been advised of the possibility of such damages), arising out of, or resulting from:
 - the use or the inability to use the Services;
 - the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from our services;
 - unauthorised access to or alteration of transmissions or data;
 - statements or conduct of any third party on our website;
 - any products or services of Arteel; or



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- any other matter relating to the Services.

2.11.4. In no event shall our Arteel's total liability to Data Controller for all damages, losses, and causes of action (whether in contract, tort – including, but not limited to, negligence) exceed the amount paid by Data Controller to Arteel, if any, for use of the Services, excluding the amounts paid to purchase points, gifts or vouchers.

2.12. Data Subject Rights

2.12.1. Taking into account the nature of the Processing, each party shall assist the other party by implementing appropriate technical and organisational measures, insofar as this is possible, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

2.12.2. Arteel shall:

2.12.3. Promptly notify Data Controller if Arteel receives a request from a Data Subject under any Data Protection Law in respect of the Personal Data; and

2.12.4. Ensure that Arteel does not respond to that request except on the documented instructions of Data Controller or as required by Applicable Laws to which Arteel is subject, in which case Arteel shall to the extent permitted by Applicable Laws inform Data Controller of that legal requirement before Arteel responds to the request.

2.13. Personal Data Breach

2.13.1. Arteel shall notify Data Controller without undue delay and at least the next business day upon becoming aware of a Personal Data Breach affecting Personal Data, providing Data Controller with sufficient information to allow each party to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

2.13.2. Data Controller shall co-operate with Arteel and take such reasonable steps as to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

2.14. Requests for rectification and erasure of data

2.14.1. Arteel shall examine all requests for rectification or erasure of data, and if this proves necessary in accordance with the GDPR, give an appropriate follow-up. Arteel shall notify Data Controller immediately. When Data Controller receives such a request, it shall also inform Arteel immediately.

2.15. Deletion or return of Personal Data

2.15.1. Arteel shall promptly and in any event within 10 years of the date of cessation of any Services involving the Processing of Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Personal Data.



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2.15.2. Data Controller may in its absolute discretion by written notice to Arteel within 10 years of the Cessation Date require Arteel to (a) return a complete copy of all Personal Data to Data Controller by secure file transfer in such format as is reasonably notified by Data Controller to Arteel; and (b) delete and procure the deletion of all other copies of Personal Data Processed by Arteel. Arteel shall comply with any such written request within 14 days of the Cessation Date.

2.16. Data Protection and data privacy authorities

2.16.1. Each party shall provide reasonable assistance to the other party with any data protection impact assessments, and/or prior consultations with Supervising Authorities or other competent data privacy authorities, which parties reasonably consider to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law.

2.17. Control by Data Controller

2.17.1. Data Controller has the right to check compliance with this agreement at any time. Arteel shall, at the simple request of Data Controller, be obliged to provide all information necessary to demonstrate compliance with the obligations laid down and to accept audits, including inspections, by Data Controller or an auditor authorized by it. These control costs are borne in full by Data Controller.

2.17.2. Arteel, likewise, has the right at any time to check compliance with this agreement. At Arteel's request, Data Controller is obliged to provide all information necessary to demonstrate compliance with the obligations laid down and to accept audits, including inspections, by Arteel or an auditor authorized by it. These inspection costs are borne in full by Arteel.

2.18. Governing law and jurisdiction

2.18.1. The parties to this agreement hereby submit to the choice of jurisdiction stipulated in the Article 1.16 with respect to any disputes or claims howsoever arising under this agreement, including disputes regarding its existence, validity or termination or the consequences of its nullity; and this agreement and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in Article 1.16.

2.18.2. This agreement is governed by Belgian law and the Courts of Leuven shall have sole jurisdiction.

2.19. Severance

2.19.1. Should any provision of this agreement be invalid or unenforceable, then the remainder of this agreement shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.



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2.20. ANNEX 1: DETAILS OF PROCESSING OF PERSONAL DATA

This Annex 1 includes certain details of the Processing of Personal Data as required by Article 28(3) GDPR.

2.20.1. Subject matter and duration of the Processing of Personal Data

The subject matter and duration of the Processing of the Personal Data are set out in the Agreement.

2.20.2. The nature and purpose of the Processing of Personal Data

The Personal Data may be processed for the purpose of providing the Services under the Principal Agreement, including the following purposes: to (a) promote the use of our Platform and send users related messages, (b) report on all aspect of Platform usage, (c) fulfil orders placed on the Platform, (d) provide support to users, (e) enforce compliance with our terms of use and applicable law, (f) protect the rights and safety of our users and third parties as well as our own, (g) meet legal, accounting or security requirements, (h) respond to lawful requests by public authorities, (i) prosecute and defend a court, arbitration, or similar legal proceeding, (j) improve the services we offer, (k) execute research or benchmarking studies, (l) ensure compliance with the applicable data protection, privacy or information security requirements and service levels, (m) manage legal claims with and between the Data Processor, Data Controller, the data subject(s) and/or third parties, also after termination of the agreement for any reason whatsoever, or for (n) any other category of purposes for the processing of Personal Data as agreed between the parties in the relevant agreement, purchase order or any other document of the agreement.

2.20.3. The types of Personal Data to be Processed

The Personal Data processed concern (a subset of) the following categories of data for the Clients: client identification number; client VAT or company number; gender; preferred language; first and last name; preferred first name; profile picture; home or work address; professional or private email address; telephone or mobile phone number; time zone; birthdate; gift order date; gift delivery date; gift content and value; gift delivery address; gift drop point location; gift tracking code; work unit or department; and any system access/ usage/ authorization data.

The Personal Data processed concern (a subset of) the following categories of data for the Employees: employee identification number; gender; preferred language; first and last name; preferred first name; profile picture; home or work address; professional or private email address; telephone or mobile phone number; time zone; birthdate; hire date; pension date; gift order date; gift delivery date; gift content and value; gift delivery address; gift drop point location; gift tracking code; marital status; name and email of (backup) manager; contingent worker or not; job title; work unit or department; hobbies or talents; marital status; children or



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not; number of children; name and email of referred potential hire; presence at a company event or party; descriptions posted of behaviour in line with company values; comments or likes posted; and any system access/ usage/ authorization data.

2.20.4. The categories of Data Subjects to whom the Personal Data relates

All Clients or Employees of Data Controller.

2.20.5. The obligations and rights of Data Controller

The obligations and rights of the Data Controller are set out in this agreement.

2.21. ANNEX 2: LIST OF SUBPROCESSORS

This Annex 2 includes a list of all order fulfilment partners that act as Subprocessors (cf. Article 2.5.1).

1. Bpost nv
with registered seat of business at Muntcentrum, 1000 Brussels, Belgium
and with company number 0214.596.464
2. DHL International nv
with registered seat of business at Woluwelaan 151, 1831 Diegem, Belgium
and with company number 0406.796.224
3. Dachser Belgium nv
with registered seat of business at Schoondonkweg 13, 2830 Willebroek, Belgium
and with company number 0415.394.184
4. F-GROUP bvba
with registered seat of business at Blarenberglaan 17 B, 2800 Mechelen, Belgium
and with company number 0536.477.009



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3. General Conditions of Sale

3.1. General

All offers, bids, and agreements that are established between the seller and the client are subject to the conditions hereinafter whereof the client declares that he has taken cognizance.

Other or contrary conditions of the client shall be deemed as non-written except when they were accepted expressly in writing by the seller, in which case they apply only for the agreement that constitutes the object thereof. In no case can the silence of the seller be interpreted as an acceptance of other conditions.

3.2. Proposals, offers, and the like.

All proposals, offers, brochures, catalogues, and price lists in any form whatsoever do not constitute a bid and are presented without obligation on the part of the seller.

3.3. Minimum purchase, gift packets, supplementary articles, depletion of articles, personal labelling

For gift packets indicated in the brochures and catalogues as theme packets, a minimum purchase of identical gift packets applies to the amount of 2,500.00 euros, exclusive VAT.

For self-assembled personal gift packets, a minimum purchase of identical gift packets applies to the amount of 5,000.00 euros, exclusive VAT.

For all other gift articles, a minimum purchase applies of 500.00 euros, exclusive VAT.

If the client desires, other articles such as wine, greeting cards, and gadgets can be added to the gift packets for supplementary payment. The supplementary price is determined in function of the kind of additional article that is desired and also in function of the number of additional articles desired.

If a specific article that constitutes part of a gift packet is no longer in stock or is depleted, then the seller is entitled to replace this article by another article of the same value.

If the client also wishes individual labelling with the name of the recipient, a supplement is also charged.

The request for delivery of supplementary articles and/or additional labelling must be submitted at the latest 20 working days before the specified delivery date.

3.4. Particulars in the event of personalized gift packets

If the client wishes to have a personalized gift packet, such as one provided with a specific logo or design or specific printing, then the client must provide the seller the necessary information (concerning, for example, the logo, the design, the printing, ...) on a CD-ROM in the following formats: EPS (original format vectorised) or JPG with indication of the font and Pantone colours.



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This information must be provided to the seller at the time of the order or, in any event, at the latest within eight days after the order. The non-timely communication of this information is deemed to be a cancellation of the order by the client, which gives rise to the application of Article 11 of these general conditions.

The seller will then prepare a design that he will provide to the client. The client then has the opportunity to propose changes in the design. Upon failure to transmit proposals for changes within the eight days after the receipt of the design, the client is deemed to consent to the design. The making of a design, as well as the possibility for the client to propose changes once in the design are included in the price of the order.

The seller is not responsible for the delivered logos, designs, and the like of bad or poor quality.

Depending on the background and the material, colour deviation of up to 10% is possible.

For orders with an imprint, deviations up to 10% are possible in the delivered numbers. In such a case, the purchase price is increased or reduced in function of the numbers actually delivered.

3.5. Orders

Each order is always made with an official order form that the client receives from the seller. The client must return this signed order form within eight days at the latest.

The client's own order forms apply only to the extent that they are accepted expressly and in writing by the seller. In no case does the acceptance of the client's own order form by the seller also imply the acceptance of the general conditions appearing on it.

Each order by the client - either by means of an official signed order form of the seller or by means of the client's own order form that has been expressly accepted by the seller - irrevocably binds the client, who simultaneously undertakes to buy the goods.

Adaptations or changes by the client are no longer possible except in the event of prior written agreement by the seller. In such a case, an administration fee of a minimum of 50.00 euros is always charged.

3.6. Optional Services

Unless otherwise agreed in the proposal, we charge the following costs

- For keeping customer-specific items in stock: (1) order picking at €2.1 per SKU and (2) storage per shelf of 100*50*50 cm at €40 per year
- For packaging in gift paper at €1.82 per box
- For adding a physical greeting card with a template or personalized message at €1.82 per card.

3.7. Prices

The prices indicated by the seller are always exclusive VAT without additional contributions, taxes, surcharges, and costs such as Bebat, Recupel, and others, which are charged separately.



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3.8. Time of delivery

The times of delivery of seller are approximate and informative. They are respected as far as is possible.

The times of delivery are dependent upon, among other things, the timely delivery by the client of the information referred to in Article 4 of these general conditions.

By time of delivery is understood the period within which the goods leave the warehouses or workshops of the seller, thus not the period within which the goods must have reached the client.

Delays in the deliveries of the goods do not give rise to entitlement to damages unless expressly agreed to and accepted by the seller and can in no case give rise to termination of the agreement or refusal of reception of the goods.

Chance and force majeure entitle the seller to terminate his obligations in whole or in part or to suspend the execution thereof without any indemnity or notice. Each event that should occur with the suppliers or the subcontractors of the seller and that would make the execution of the agreement impossible is contractually deemed a case of force majeure.

3.9. Place and conditions of delivery

Goods are, unless agreed to otherwise, delivered and accepted at the company headquarters or workshops of the seller.

If one or more other places of delivery are agreed upon, the goods are always delivered on the ground floor. Agreed upon delivery places can no longer be changed without the explicit agreement of the seller and with payment of the surcharge (the minimum is an administration fee of 50.00 euros).

For deliveries in Belgium and also if the order is a minimum of 5,000.000 euros, exclusive VAT, the transport and delivery costs are borne by the seller.

For deliveries outside of Belgium and/or deliveries for orders of less than 5,000.00 euros, exclusive VAT, the transport and delivery costs are charged to the client.

The goods are always transported under the responsibility and risk of the client, also when no transport and delivery costs are charged to the client.

If the client does not provide shipping instructions on time, the seller reserves the right to invoice the goods as soon as they are ready at the company headquarters, workshops, or warehouses of the seller. Moreover, the seller in such cases is entitled to increase the invoice by a storage fee of 1% per month as of the storage of the goods. Each month that has commenced is charged in its totality. The seller also reserves the right to store these goods at the cost and risk of the client in a storage place and this after simple notification.

3.10. Complaints

The client must check the goods immediately upon delivery and determine whether or not the delivered goods correspond with the goods ordered.



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Complaints regarding the delivered goods cannot be accepted if the seller does not receive them by registered mail within 48 hours after the delivery. In the absence of any complaint within this period, the goods are deemed to be in good condition, in conformity with the order, and without damage. The use of the goods and even of a portion of the delivered goods presumes the acceptance thereof.

Complaints concerning hidden defects must be reported by registered mail to the seller within five days after the discovery of these defects.

In any case, every return of goods is always subject to the prior approval of the seller. The goods will be returned in good condition and at the risk and cost of the client within five days after the approval of the seller.

3.11. Electronic gadgets, batteries

Electronic gadgets costing up to 15.00 euros per item and batteries are checked for functioning by the manufacturer.

The seller does not execute checks himself and cannot be held responsible for the improper functioning of these articles.

3.12. Cancellation

An order can be cancelled only by the client provided express and written agreement of the seller. In the absence of such an agreement, the seller can either demand the purchase and integral payment of the goods or deem the agreement to be broken and demand an indemnity, contractually established at 50% of the purchase price of the cancelled order.

3.13. Advances, guarantees of payment

At his first order, the client must pay an advance of 30% of the amount of the order, exclusive VAT. The seller is in such a case only bound by the order after payment of the advance by the client.

The seller also reserves the right to demand guarantees of payment and/or deposits for deliveries of goods to be executed if the creditworthiness of the client turns out to be uncertain according to information known to the seller. The further execution of the agreement can be postponed as long as this is not provided. Moreover, the seller is entitled if these guarantees and/or deposits cannot be provided within a reasonable period, which may not exceed 30 days, to deem, without prior notification, the agreement as unilaterally broken by the client and to charge an indemnity as indicated in Article 11 of these general conditions, being a contractual indemnity of 50 % of the purchase price of the order.

3.14. Conditions of payment

The invoices of the seller are payable immediately at the company headquarters of the seller unless agreed otherwise. Each unpaid invoice incurs ipso iure and without notification of default of payment interest at 1% per month or the interest rate specified in accordance with Article 5 of the Law of 2 August 2002 on combating late payment in commercial transactions if this is higher.



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At the same time, the client, ipso iure and without notification of default of payment, owes a contractual indemnity equal to 10% of the invoiced amount with a minimum of 250.00 euros without prejudice to the right to reasonable damages for possible collection costs in accordance with Article 6 of the Law of 2 August 2002 on combating late payment in commercial transactions if this is higher.

In the event of bankruptcy, receivership, suspension of payment, request for postponement of payment -whether this request is formulated judicially or in a semi-official manner - the seller can exercise a right of retention on the sold goods and this to the full payment thereof. It is expressly agreed for subsequent executions of the various purchase agreements, the entirety of the deliveries will form a global guarantee to which the seller may exercise a right of retention until the full payment of the invoices.

The non-payment on its due day of one single invoice generates the exigibility ipso iure of all other invoices, even if they are not yet due. At the same time, the seller reserves the right to suspend the execution of all current orders and this without prior notification of default and indemnity.

3.15. Retention of title

The sold goods remain the property of the seller until the full payment of the invoices related thereto, even if they have undergone any change whatsoever.

During the duration of the retention of title the risk and the storage of the goods will be transferred to the client, and this as from the moment the goods have left the company headquarters, the warehouses or the workshops of the seller.

The client undertakes to preserve the goods in such a manner that they cannot be confused with other goods and that they can be recognized as the property of the seller. The payments are first reduced from the invoices with regard to used goods or those that have been resold.

3.16. Jurisdiction

This agreement is governed by Belgian law and only the courts of the place of the registered office of Arteel are competent.