

# GENERAL TERMS of DELIVERY and SALES

These are the general conditions of delivery and sales ("the conditions") applicable to the supply of goods and services by SPIKES N.V., established at Mechelsesteenweg 64, 2018 Antwerpen, to its Customers ("the Customer").

## 1. Application

1.1. These Terms and conditions shall apply to all goods and services of Spikes, except for more specific agreements between Spikes and the Customer which deviate or are incompatible with this. The Customer accepts that these terms and conditions will prevail over its general (purchase) terms.

## 2. Warranty

2.1. Spikes shall ensure that supplies of goods and services are carried out professionally and that they will present normal care to perform the services in accordance with the agreed specifications. Spikes will correct the delivered goods or services that are not in accordance with this warranty, and which within 30 calendar days after the time of acceptance or, failing that, within 30 calendar days after the performance of the delivery of goods and/or services, communicated by the Customer in writing and clearly communicated, unless otherwise specified in special agreements. Complaints relating to an easily observable defect or non-conformity of a delivered case or service must be transferred in writing within 8 calendar days after the delivery of the case or the service. The warranty for hardware made by Spikes itself is limited to replacement or repair during the agreed warranty period.

For goods or services that are involved by Spikes from a supplier and delivered to the Customer, the warranties and responsibilities determined by the supplier are applicable. Spikes does not give any other guarantees.

2.2. Spikes makes no warranty, and is not responsible, in case of force majeure, including non-exhaustive understanding: Government decisions, telecommunications disturbances, strikes and unusual traffic problems.

## 3. Implementation deadlines

3.1. All timetables and deadlines displayed in the documents drawn up by Spikes are drawn up in the context of the assumptions that Spikes takes into account for the relevant service provision. The implementation is dependent on a number of uncertain factors, and these deadlines are therefore an indicative approach. Any exceeding of the indications does not give rise to compensation or termination of the contractual relationship. If the Customer cancels an order before Spikes in any way has commenced its execution, the Customer will be liable for compensation of 20%.

## 4. Fee

4.1. VAT and other taxes or levies, costs of communication, translation, transfer, relocation and residence, and generally demonstrable advances, are not included in prices or tariffs, unless explicitly otherwise determined. Additional performances whose remuneration has not been expressly agreed will be reimbursed on a directed basis to the rates prevailing at that time at Spikes. Prices for hardware are 'ex warehouse' at Spikes.

4.2. Each quoted price shall be considered as a price estimation or budget and shall not have binding but indicative value. Price proposals will in any case only have a duration of 30 days.

4.3. Fees shall be indexed on January 1st of each year on the basis of the formula: new remuneration = old remuneration  $\{0.2 + 0.8 (\text{Index from year } n)/(\text{Index From year } n-1)\}$  Index = Most recent Health index.

## 5. Payment modalities

5.1. Services provided on the basis of a man-day or hourly rate will be billed by Spikes on the basis of the performance statements of its employees. Services delivered at fixed price will be invoiced in accordance with the agreed payment schedule.

5.2. The Customer shall comply with the amounts payable within 15 days of the invoice being issued. An unpaid invoice will, by operation of law, have an interest of 12% on an annual basis from its due date. In case of judicial recovery, an increase of 10% is payable by an additional clause. In addition, in the non - receipt of an invoice on the due date, Spikes may decide to suspend all further performance and further deliveries and/or services without prior notice of default.

5.3. In addition, Spikes shall have the right to terminate the contract in writing without prior notice without the Customer being entitled to claim compensation, notwithstanding the right of Spikes to recover the loss of profits for the part of the agreements not yet implemented and, with a minimum of half the remuneration foreseen for these remaining agreements.

5.4. If part of an invoice is disputed in good faith, the undisputed part will be paid as provided herein. After the dispute has been settled, all amounts owed to Spikes shall be paid with the interest of the above-mentioned

interests, counting from the day on which the amounts were owed. Invoices must be disputed within a period of 15 days from their day of issuance, otherwise they will be deemed accepted.

5.5. The tasks performed by Spikes shall be carried out in accordance with the rules of normal professionalism in this respect, on the basis of the possible specifications and assumptions of the services. Given the complexity of the typical IT service provision, Spikes cannot in advance guarantee that specifications will be realised exactly in all circumstances. However, Spikes will use her professional knowledge to realize or to approach requested solutions as reasonably as possible.

## 6. Liability

6.1. Claims for damages relating to supplies of goods and services must, within a period of 1 month after the discovery of its cause and within a period of 3 months after the explicit or implicit acceptance of the goods or performance, be communicated to Spikes. Since hardware is supplied 'ex warehouse', the Customer bears the risks as soon as the goods leave the warehouses of Spikes and activities of Spikes such as loading, unloading or transport, happen in this context in the name of, on behalf of and at the expense of the Customer. All performance and supply of Spikes shall be subject to a means obligation, unless otherwise provided for specific contractual provisions.

6.2. Spikes' total and aggregate liability for proven direct damage or loss, arising from default, tort or any other ground, is, however, limited to a maximum amount of 10% of the amount charged by the Customer for the services in the context of which the damage occurred.

6.3. Spikes shall under no circumstances be liable for indirect damage which would be claimed by the Customer as a result of services performed. As indirect damage is considered, inter alia: loss of profit, interruption of business continuity, third party claims, lost data, alternative or replacement costs and other forms of consequential damage related to or arising from the delivery, execution or use of the delivered goods or services, or for delay in delivery, unless such damage or loss is attributable to the intent of Spikes.

6.4. Spikes will never be responsible for any damage that is wholly or partially attributable to a failure of the Customer itself or of third parties, or which could be avoided or restricted by them. The Customer is responsible for the implementation of the necessary security, backup and general management measures of its IT system.

## 7. Exclusion of Extra-Contractual Liability

7.1. For the purposes of this article, Auxiliary Persons shall be understood to mean: any natural person or legal entity entrusted by Spikes with the full or partial performance of a contractual obligation entered into by Spikes, throughout the entire contractual chain, such as subcontractors, employees, directors, etc.

7.2. The Parties waive any extra-contractual liability claim of one against the other Party, as well as against the Auxiliary Persons, for damages caused by the non-performance of a contractual obligation.

7.3. This article does not prejudice legal provisions of public policy or mandatory law.

7.4. The Auxiliary Persons may, as third-party beneficiaries, invoke the clauses of this article.

## 8. Intellectual property rights

After full payment, the Customer shall have a non-transferable and non-exclusive right (license) to use a material or intangible business delivered, and for their own internal use in the company for the number of agreed users or the contractual duration time. The Customer only has rights to copy, modify or produce derivative works of these matters if and to the extent that this is expressly agreed in special agreements. For goods that are transferred in ownership, the property rights will only pass to the Customer when the price for these goods has been paid in full. Until the time of full payment, the Customer will keep these goods identifiable and do not sell, rent or otherwise dispose of or provide security or use in a manner that would disadvantage the rights of Spikes. The Customer therefore remains liable for depreciation and loss of these goods.

## 9. Termination of contractual relationship

Spikes and the Customer are entitled to terminate the contractual relationships between them immediately and by registered letter in the event of bankruptcy or liquidation of the counterparty, or any weighty cause that seriously jeopardizes its rights.

## 10. Applicable law and jurisdiction

Belgian law applies to the agreement and the courts of Antwerp are competent for any disputes.