

B-Resist	General Terms and Conditions on the provision of B-Resist Services	Version: V01 Date: 1/01/2017
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Article 1 – Object and Scope

- 1.1. These general terms and conditions specify the B-RESIST procedure for providing the contractually agreed Services to the Client.
- 1.2. Unless otherwise agreed in the Contract, these general terms and conditions will be applicable during the contractual relation with the Client.

Article 2 - Definitions

- 2.1. "B-RESIST": means the B-Resist bvba, registered in Belgium under the VAT number BE 0650.949.083 with whom the Client has entered into a contract.
- 2.2. "Client" means the physical or legal person to whom B-RESIST renders the Services defined in the Contract.
- 2.3. "Contract" means all the contractual documents governing the rights and obligations of the Parties within the framework of the Services that B-RESIST provides to the Client.
- 2.4. "Representation" means any request for intervention formulated in writing by the Client to B-RESIST.
- 2.5. "Parties" means B-RESIST and the Client.
- 2.6. "Services" means all the services provided by B-RESIST.

Article 3 – Application and invocation of the General Terms and Conditions

The Services provided by B-RESIST are governed by the Contract signed with the Client and by these general terms and conditions.

Article 4 – B-RESIST' obligations

- 4.1. B-RESIST undertakes to perform the Services conscientiously and properly, in accordance with professional standards and in compliance with the laws and regulations applicable.
- 4.2. B-RESIST shall provide the Services in accordance with the obligation of confidentiality to which all consultants are subject.
- 4.3. B-RESIST is mindful of situations that may give rise to a conflict of interest. Consequently, B-RESIST undertakes to refrain, in the same case, from advising, assisting and representing clients with opposite interests unless all the parties have given their consent.

Article 5 – Client's obligations

- 5.1. The Parties acknowledge that certain Services may require compliance with certain obligatory deadlines imposed by law or by third parties. Consequently, the Client undertakes to provide to B-RESIST in good time all the information and instructions necessary to enable correct performance of the Services. More particularly, the Client undertakes to respond promptly to all communications from B-RESIST and to provide to B-RESIST all the information requested by B-RESIST or any other useful information prior to the deadline indicated in the said communications.
- 5.2. The Client undertakes to notify B-RESIST immediately of any change regarding the information supplied to B-RESIST.
- 5.3. The Client shall be solely liable for any damage that may result from wrong, incomplete or belated information.

Article 6 – Term during which the Services shall be provided

- 6.1. B-RESIST shall provide the Services agreed with the Client in the context of a Contract. However, the Client may with a month notice period put an end to B-RESIST' intervention by serving it written notice to this effect. Such cancellation is at the Client's risk and entails the immediate payment of fees for any Services commenced. B-RESIST has the same option of cancellation, in compliance with the professional obligations defined by applicable law.
- 6.2. In the event of default or delay of payment by the Client of fees, expenses, charges or dues invoiced by B-RESIST, or if the Client fails to meet any of his obligations under the terms of the Contract, B-RESIST may cancel the Contract eight days after having served notice of default by registered letter or courier without having received a response, without prejudice to B-RESIST' right to claim damages and/or to suspend the performance of its Services.

Article 7 – Payments and contestations

- 7.1. Except if the Parties have agreed a lump sum in writing, the Services provided by B-RESIST shall be monthly invoiced on the basis of hourly billing rates which B-RESIST has contractually agreed with the Client.
- 7.2. The Invoices issued by B-RESIST are payable within fifteen (15) days from the date of the invoice into B-RESIST' account indicated on the invoice.
- 7.3. Any sum not paid on the due date shall, *ipso jure* and without prior notice, entail two (2) percent interest by month or, if less, the maximum rate allowed by law. Over and above the statutory lump-sum recovery charges, B-RESIST shall be entitled to a reasonable indemnity equal to 10% of the amount of the invoice, with a minimum of €1000 in respect of all other recovery costs above the said lump sum incurred as a result of the delay in payment, without prejudice to B-RESIST' right to claim full compensation for the damage it has suffered.

7.4. All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by Customer as true and accurate and are payable in full. The absence of complaints means also that the B-RESIST delivered Services are entirely accepted by the Client.

7.5. Any contestation of B-RESIST' invoices is admissible only if it has been notified by registered letter received no later than fifteen (15) business days after the issue date of such contested invoice.

Article 8 – Liability and guarantee

8.1. B-RESIST shall make every effort to ensure the due, timely and proper performance of the Services. However, the obligations assumed by B-RESIST are best efforts obligations.

8.2. If B-RESIST fails to meet one of its obligations, its liability for any damage caused to the Client and proven by the latter (including the loss of an intellectual property right) shall be limited to the lower of the following amounts: (i) three times the total value of the invoices actually paid by the Client for the Services directly linked to the damage caused to the Client, or (ii) two hundred and fifty thousand euros (€250,000).

In any case, no action, whatever its nature, grounds or procedure, can be instituted by the Client more than six months from the day on which the Client has or should have had knowledge of B-RESIST' failure to meet one of its obligations.

8.3. B-RESIST can never be held liable for damage caused directly or indirectly by force majeure as defined in Article 9 below.

Article 9 – Force majeure

Performance of the obligations of the Parties shall be suspended in the event of force majeure that is of such a nature as to prevent or delay the performance of contractual obligations of either Party. Force majeure means any event that is beyond the control of the Party invoking it and against which it could not reasonably protect itself.

Article 10 – Bankruptcy and insolvency

If the Client's situation changes, e.g. because of death, bankruptcy, dissolution or change of the Client's company or because of any other circumstance impairing the Client's solvency, B-RESIST has the right to demand that all sums due be fully paid immediately, even before their due date, or demand guarantees that the commitments will be duly and properly kept (guarantees that are subject to B-RESIST' approval), without prejudice to B-RESIST' right to suspend implementation of the Contract or to cancel it in accordance with Article 6.

Article 11 - Disputes

If there is a dispute, controversy or claim about the establishment, interpretation, implementation or termination of the Contract, the Parties shall endeavour to seek an amicable settlement.

If no amicable settlement has been reached within 30 days of the dispute arising, the matter shall be brought exclusively before the courts of the principal place of business of the B-RESIST' firm with whom the Client has entered into an agreement. The Belgian law will be applicable.

Article 12 – Contact us

If you have any questions about these General Terms and Conditions, please contact us.

Official Correspondence must be sent via postal mail to:

B-Resist

Avenue des Rossignols, 29

B-1970 Wezembeek-Oppem

Belgium