1. General terms and conditions Conversal

These general terms and conditions apply to every purchase, quotation, order or commitment entered into with **Conversal BV** (RLE 0848.529.769, the "**Seller**") on a strictly exclusive basis.

2. Orders

All prices and (hourly) rates are in euros, exclusive of VAT or any other costs, and may be adjusted and/or indexed annually. Quotations are entirely without obligation and non-binding on the Seller until the assignment has been explicitly confirmed. A customer may cancel an order in whole or in part within one week of approval, subject to payment of a cancellation fee equal to 25% of the total price of the quotation (unless the Seller proves greater damage). After this period, the full amount is due upon cancellation. The Seller is entitled to change agreed prices for a valid reason, provided that the customer may cancel the order within seven (7) days against payment of the aforementioned fee. Decisions by the customer that give rise to additional work not provided for in the quotation are charged at the standard hourly rate. The Seller may unilaterally engage subcontractors and artificial intelligence. Credits are valid for 1 year and are neither refundable nor transferable.

3. Delivery

Any delivery period is purely indicative and exceeding it can never give rise to termination to the detriment of the Seller, compensation or a price reduction. The Seller may suspend or terminate the agreement without compensation and at its own discretion in the event of non-payment, force majeure or hardship. If the customer does not respond or supply missing information within a reasonable period, the Seller may suspend the assignment. All costs caused by delays are charged at the usual rate. If the customer repeatedly fails to cooperate, fails to fulfil its obligations, causes delays, is in a state of bankruptcy or applies for a suspension of payments, the Seller is entitled to terminate the agreement unilaterally and with immediate effect, to stop its services, to invoice additional hours at the usual rates and/or to send a final invoice before all services or products have been delivered. In any event, the Seller may end the cooperation without stating any reason, subject to a notice period of one (1) month. Handover takes place when the final version of the product is made available to the customer, regardless of implementation, going live, accessibility or use. At the bottom of every website there is a reference to the Seller with the clearly legible mention *"webdesign by conversal"* linking to https://www.conversal.be, visible on every user platform, which may not be removed without the Seller's permission.

4. Long-term contracts

Recurring services and products (such as domain names, hosting, plug-ins and online advertising) are offered under contracts that renew automatically every year. These contracts are tacitly renewed for successive periods of one year, unless terminated in writing and unambiguously at least one month before the expiry date. These services and products are re-invoiced and their use is subject to the terms and conditions of the external supplier concerned, for which the Seller accepts no liability. Upon termination, the customer is responsible for the transfer of the website; assistance is charged at the usual hourly rate.

5. Payment

The payment term is 21 days from the invoice date. Any dispute of an invoice must be notified in writing, with detailed reasons, by registered letter within 8 days of invoicing, failing which the invoice is deemed to have been irrevocably accepted. A dispute does not suspend the payment obligation. In the event of late payment, the customer owes late-payment interest of 10% per annum from the due date until payment in full, by operation of law and without prior notice of default. All collection costs are borne by the customer, amounting to at least the higher of 10% of the invoiced amount and a fixed sum of EUR 400. In the event of late payment, invoices not yet due also become immediately payable and the Seller is entitled to suspend or cancel all ongoing work without judicial intervention, without prejudice to the right to claim damages. If an invoice (plus late-payment costs and interest) has still not been paid one week after a formal notice of default has been sent, the Seller is entitled to deactivate the products provided (including but not limited to the website, domain name and e-mail server) until the amount due has been paid, at the customer's expense and risk, and the Seller may consider the agreement dissolved by operation of law without notice of default. The customer may not set off any claims or complaints against outstanding invoices and waives the rights under Articles 5.254 and 5.255 of the Civil Code. Any partial payment is allocated first to costs, then to interest and finally to the principal due, starting with the oldest debts.

6. Intellectual property rights

The Seller grants a non-exclusive licence to use all products it develops for the customer, for the same duration as the protection afforded by applicable copyright law. The right of use is granted after payment of all invoices. The Seller remains the owner of all its intellectual, industrial and other property rights, including all materials, ideas, concepts, designs, copyright and neighbouring rights, know-how, logos, drawings, domain names, source files, databases and (computer) programs. These may only be edited or processed with the Seller's permission. Where the Seller uses third-party materials, their use is subject to the terms of the relevant licence of that external supplier, for which the Seller accepts no liability whatsoever.

7. Complaints

For 14 days from handover, the customer may report defects to the Seller in writing, stating reasons, for them to be remedied, without being entitled to any additional compensation. The Seller is not liable in the event of incorrect use. In the absence of written comments within this period, the project is tacitly and irrevocably accepted. Use, going live or requests for additional changes constitute acceptance. After final handover, a 3-month warranty period applies during which *bugs* for which the Seller is responsible are fixed free of charge. Changes, extensions or new requirements are invoiced at the applicable hourly rate.

8. Liability

The Seller is bound only by an obligation of means and is only liable for direct damage resulting from gross negligence or wilful misconduct on the part of the Seller. Technical problems do not give rise to any right to compensation. Any liability is limited to the invoiced value of the products that gave rise to the damage suffered. The Seller is never responsible for damage to property or persons resulting from the use of the delivered product, for damage arising from instructions or specifications chosen by the customer, or towards third parties. The customer has received all relevant user instructions, has been informed of the limitations and is responsible for all content. The customer cannot hold any directors, shareholders, employees, (self-employed) collaborators, agents or any other representatives of the Seller liable, either directly or jointly and severally. Until 18 months after handover, the customer may not recruit any of the Seller's staff.

9. Privacy

Personal data are processed by the Seller in accordance with applicable legislation. The privacy statement and details on data processing can be found on the Seller's website.

10. Validity

The Seller reserves the right to amend these general terms and conditions unilaterally by simple notification. Provisions found to be null and void remain binding to the extent legally permitted, in accordance with the spirit of the article, and do not affect the validity of all other provisions.

11. Applicable law – jurisdiction

These general terms and conditions and all related agreements are governed by Belgian substantive law. The application of any other legal system or treaty is excluded. Any dispute arising from the relationship between the Seller and the customer falls within the exclusive jurisdiction of the Enterprise Court of Ghent, Dendermonde division.