

General conditions

Article 1 - APPLICATION

These general conditions apply to all contracts which the client places with Sirris. The client accepts these conditions simply by placing a contract with Sirris.

Exceptions to these conditions, even if they appear on documents issued by the client or Sirris, are only enforceable if they are expressly accepted in writing by Sirris. In that case these conditions remain applicable for all points where there is no express exception.

Article 2 - UNDERTAKING

In view of the special nature of the activities of Sirris, Sirris can only undertake to perform the contract on the basis of the data provided by the client with the resources at its disposal and to the best of its abilities. Sirris is only liable for any obvious professional misconduct that it commits. Should it appear that the proposed budget will not make it possible to achieve a reliable result, the client will be informed and must decide whether the activities should be pursued on the basis of an additional, jointly determined budget.

Article 3 – START OF THE PERFORMANCE OF THE CONTRACT

The start of the contract will be determined jointly by the parties.

When a down-payment is required, the performance of the contract will not start before the down-payment is received.

Article 4 – TIME FOR COMPLETION

In view of the special nature of the activities of Sirris and the frequent interaction with the client or third parties in order to successfully complete the contract, the time for completion does not depend solely on Sirris and is therefore only indicative. It is not binding and cannot give rise to any compensation. The execution shall be suspended until all overdue and undisputed invoices issued by Sirris to the client have been paid.

Article 5 – INVOICING

Unless expressly agreed otherwise, services in connection with the contract shall be invoiced at the agreed frequency and shall include any down-payments and/or settlement of services for the period in question.

If the client so desires, the invoice may be accompanied by an itemization of services rendered and costs.

The client may not invoke the fact that he is waiting until the completion of the contract in order to postpone the payment of an already expired invoice.

Article 6 – PAYMENT

The invoices must be paid, without discount or any cost to Sirris, within 30 days of the invoice date, including VAT.

In the event of non-payment on the due date, Sirris is entitled as of the following day, automatically and without having to give notice, to the payment of interest at the reference rate plus eight percentage points, rounded up to the nearest half percentage point.

The reference interest rate is the interest rate applied by the European Central Bank for its most recent main refinancing operations as defined by the law of 2 August 2002.

Sirris is also entitled – when the client does not pay within the agreed payment term or, in the absence thereof, within the legal payment term, and without prejudice to its right to compensation of legal costs in accordance with the provisions of the Judicial Code – to reasonable compensation by the buyer for all relevant collection costs incurred due to late payment.

The fact that interest is stipulated does not alter the fact that payments are due on their due date.

All current and future taxes, and additional levies and costs, of any nature whatsoever, related to the sale shall be borne by the client.

Article 7 – FINANCIAL GUARANTEES

When the creditworthiness of the client is compromised after entering into the contract and prior to full payment of the price, more specifically in the event of a request for extension of the due date for payment, seizure of all or part of the goods of the buyer at the initiative of a creditor, late payment to the social security office (RSZ/ONSS), etc., then Sirris is entitled, even during the performance of the contract, to demand guarantees from the client with a view to ensuring the correct performance of the undertakings it has made. Should the client refuse or be unable to extend such additional guarantees, Sirris is entitled to cancel the contract in whole or in part without having to give notice.

Article 8 – CLAIMS AND LIABILITY

Claims pertaining to the performance of the contract must be sent in writing to Sirris within a period of 10 days after performance of the services in question. After said deadline such services are deemed to be accepted and an invoice is issued.

For clearly demonstrated failings in the performance of the contract which are not the result of an instance of force majeure, mistaken or insufficient information provided by the client or an intervention of a third party for which Sirris is not liable, Sirris undertakes to remedy such failings provided it is informed of them within the aforementioned deadline of 10 days. Sirris makes no guarantee other than the aforementioned guarantee.

Sirris is therefore not liable for the use of the results of the contract. Sirris is not bound to pay compensation of any nature whatsoever.

Article 9 – PRODUCTS MADE AVAILABLE BY THE CLIENT

Every product made available by the client, regardless of its application, must be accurately identified prior to its arrival at Sirris.

Pursuant to the performance of the contract, Sirris may not be held liable for damage to the products made available by the client. Unless otherwise stipulated in the offer or the agreement, the costs of returning products made available shall be borne by the client.

Article 10 – SHIPMENT OF GOODS

The goods will be shipped from the Sirris buildings on behalf of and at the risks of the client. Even in the event of free delivery these risks will be borne by the client. In the event of damage, loss, etc., the client must directly contact the entrusted with the transport of the goods.

Article 11 – GROUNDS FOR EXEMPTION

11.1. Force majeure

A party shall be released from its obligation if the fulfilment thereof has become permanently impossible due to force majeure.

In the event of temporary force majeure, the fulfilment of the obligation shall be suspended for the duration of the temporary impossibility.

Force majeure shall be deemed to exist in the event of unforeseeable impossibility for a party to perform its obligation, such as industrial disputes, mobilisation, requisitioning, embargo, prohibition of foreign exchange transfers, epidemics or pandemics, riots, shortage of means of transport, general scarcity, restrictions on the use of energy and so on.

In this regard, the unforeseeable and inevitable nature of the impediment to performance shall be taken into account.

As soon as the debtor is aware or ought to be aware of a cause of impossibility of performance, he shall notify the creditor thereof within a reasonable period of time.

If the debtor fails in this duty, he shall be obliged to compensate the resulting loss.

11.2. Unforeseeable circumstances

If in the course of the performance of the agreement a change of circumstances occurs which was unforeseeable at the time of the conclusion of the agreement and which is beyond the will and control of one of the parties, as a result of which the performance of the agreement becomes so excessively onerous for a party that its performance can no longer be reasonably demanded, the latter may ask the other party to renegotiate the agreement. During such renegotiation, the parties shall continue to comply with their obligations.

In the event that renegotiation is refused or fails after a maximum period of three months from the date of the aforementioned request, the parties may agree to terminate the contract on the date and under the conditions they determine. Failing such agreement,

the relevant court shall establish the termination of the contract under the conditions it shall determine.

Article 12 – INTELLECTUAL PROPERTY RIGHTS

The Background knowledge is and remains the property of the party that owns, possesses or controls it.

"Background" shall mean, without this list being exhaustive: the knowledge, information, know-how, methods, techniques, technologies, skills, algorithms, methodologies, materials and intellectual property rights and trade secrets that are necessary and/or used to perform the assignment and that are in the possession and/or under the control of one of the parties at the time the agreement is entered into, as well as all developments, improvements and/or additions that are made by that party and/or added to it outside the scope of the performance of the contract.

The client acknowledges that the intellectual property rights of any nature whatsoever with respect to general knowledge is the property of Sirris and shall remain its property.

Sirris is the owner of the Foreground knowledge and the Results of the contract.

"Foreground" shall mean, without this list being exhaustive: the knowledge, information, know-how, methods, techniques, technologies, skills, algorithms, methodologies, materials and intellectual property rights and trade secrets developed by Sirris within the scope of the performance of the contract.

"Results" shall mean: the data, products and materials that must be delivered to the client at the end of the agreement according to the terms of the agreement. The Background Knowledge is not part of the Results and is excluded from them.

Ownership of the Results and the Foreground knowledge that forms part of them shall be transferred to the client at the time of full payment of all invoices relating to the contract that have been issued by Sirris. The client shall also acquire a free, non-transferable and non-exclusive licence to the Sirris Foreground knowledge insofar as such Foreground knowledge is required to be able to use the Results, at the time of full payment of all Sirris invoices related to the assignment. This licence shall be limited to using the Results as specified in the agreement.

Article 13 – CONFIDENTIALITY

Sirris shall only communicate any information provided to Sirris by the client to persons who need to know this information in order to perform the agreement ('need to know' basis). Sirris shall only involve those persons (employees, partners, subcontractors, etc.) who are necessary to the performance of the contract entrusted to it and shall impose the same duty of confidentiality on them as stipulated in this Article 13.

Sirris shall only use this information for the purpose of performing the agreement.

The client shall only communicate any information provided by Sirris to the client to persons who have a need to know in order to perform the agreement and shall impose the same duty of confidentiality on them as stipulated in this Article 13 (In the same ways as

for Sirris employees). The client shall under no circumstances disclose, communicate or otherwise make available the quotations, reports, lists and associated documentation, the Foreground and Background knowledge in connection with the agreement to any persons other than the aforementioned. The client shall use such quotations, reports, lists and related documentation, the Foreground and Background knowledge in connection with the agreement only for its own use and within the framework of the agreement.

The parties shall take all reasonable precautions to prevent any disclosure or unauthorised use.

However, Sirris is entitled, subject to prior express written authorization of the client, to publish information on the performance of the contract, including in newsletters or in other reports, but in such a way that no data about the client are made known and without it being possible to deduce any confidential information.

The foregoing does not apply to any information that is public at the time it is provided by either party, and shall cease to apply if such information becomes public at any time without any breach of the foregoing by the other party.

Article 14 – EARLY TERMINATION

The client may prematurely terminate the contract at any time subject to paying compensation to Sirris for the costs already incurred and the loss of income associated with the full performance of the contract.

Article 15 – INVALIDITY

The invalidity of a clause, even partial, will not result in the invalidity of the other clauses of the general conditions or the contract to which they apply.

Article 16 – APPLICABLE LAW AND JURISDICTION

The contracts are governed by Belgian law.

For all disputes arising in connection with these general conditions and the contracts to which they apply, the courts of the registered office of Sirris shall have sole jurisdiction.