General terms and conditions Van Velzen C.S. Belgium BV[1]

Article 1. Applicability

1. These general terms and conditions apply to all offers, all agreements and orders (including any follow-up agreements and orders) and to all other legal relations between a customer and Van Velzen C.S. Belgium BV.
2. Other general terms and conditions, including general terms and conditions of the client or a third party, shall not apply.
3. In these general terms and conditions, the following words shall have the following meanings:
   - "VVCS": Van Velzen C.S. Belgium BV
   - "client": the (legal) person who engages VVCS to provide services
   - "these terms and conditions" means these general terms and conditions

Article 2. The agreement for the provision of services

1. An agreement between VVCS and the client will only come into existence after VVCS has received a version of these terms and conditions signed by the client, unless on the basis of a verbal or written agreement performance of the agreement has already started.
2. Assignments to VVCS are always deemed to have been given to VVCS as a company, even if they are given for the purpose of execution by one particular person.
3. If VVCS is engaged together with another (legal) person to provide services, VVCS is only liable for the fulfilment of obligations explicitly assigned to VVCS.
4. All (results of) work carried out by VVCS on an assignment is (are) exclusively intended for the client and exclusively for the purpose for which the assignment was given. Third parties, other than the client, may not rely on or derive any rights from work produced by VVCS in the context of an assignment or the results thereof, unless VVCS has provided written consent to such third party.

Article 3. Client details

1. The client is responsible for the timely, correct and proper supply of all necessary data required for the execution of the assignment. The client guarantees its accuracy and completeness.
2. VVCS may suspend the work until the client has fulfilled the obligation mentioned in the previous paragraph.

Article 4. Confidentiality

1. VVCS is obliged to maintain confidentiality of all data of the client that are of a confidential nature vis-à-vis third parties not involved in the execution of the assignment, unless the client has provided its consent to disclosure or unless VVCS is bound by a legal obligation as described in article 4(2) below.
2. VVCS is obliged on the basis of certain statutory obligations (including the Act of 18 September 2017 to prevent money laundering and terrorist financing and to restrict the use of cash) to establish the client's identity, to report unusual transactions under circumstances, and/or to comply with other statutory reporting and information obligations, without VVCS being permitted to inform the client in all cases. In the event the client has any questions about this, VVCS can be contacted at the e-mail address legal@vviworld.net. The client declares to be familiar with the foregoing and to accept that VVCS fulfils the legal obligations, as referred to above.

Article 5. Engaging third parties

1. Unless otherwise agreed in writing between client and VVCS, VVCS may assign third parties (such as couriers, translators, experts, etc.) in the course of the performance of the assignment, if and insofar as this is desirable or conducive to the provision of the services.
2. VVCS shall exercise due care when selecting these third parties and shall consult with the client in selecting these third parties insofar as this is reasonably relevant or possible.
3. These third parties may limit or exclude their liability in connection with the work to be performed by them or impose other conditions on the performance of their work. The client authorises VVCS to accept conditions, including the limitation of liability of these third party/parties, on behalf of the client.
4. VVCS shall not be liable for damage caused by the acts or omissions of any third parties engaged by VVCS.

Article 6. Rates, invoicing and payment

1. VVCS will invoice on a monthly basis at the applicable hourly rate, plus a reasonable surcharge for office costs and any invoices submitted by third parties in connection with the performance of the assignment, unless other arrangements have been made in writing between VVCS and the client. These amounts will be increased by the applicable percentage of turnover tax ("VAT" or "BTW").
2. VVCS is entitled to adjust its hourly rates and the office surcharge at least once a year, including for current assignments. Adjustments of rates will only become effective after the client has been notified thereof in writing.
3. VVCS may require a down payment prior to commencement of the work and/or in the interim. Advance payments will be set off against the last invoice issued for the relevant assignment, unless VVCS and client agree otherwise.
4. Payment of invoices shall be made within 14 (fourteen) calendar days of the invoice date, without right of set-off.
5. In case of late payment of an invoice or a stipulated advance payment, VVCS has the right to suspend the work with simultaneous written notification to the client. Suspension is also understood to mean suspension of the issue of documents and the issue and/or transfer of goods and/or rights (and its cooperation in this respect) to the client or third parties, until such time as all claims against the client have been paid to VVCS in full.
6. In case of overdue payment, the client will be in default by operation of law and VVCS will have the right, without further demand or notice of default, to charge the client interest of 1 % (one percent) per month or part thereof from the due date until the date of full payment, without prejudice to VVCS's other rights. All costs incurred as a result of judicial and extrajudicial collection of a debt are for the client's account. The extrajudicial collection costs are at least 15% (fifteen percent) of the outstanding invoice amount, with a minimum of € 200 (two hundred EURO).
7. In the event of death, bankruptcy, suspension of payments, cessation of operations, attachment, liquidation, administration, placement under guardianship, dissolution or financial insolvency of the client or the client's company/undertaking, all claims VVCS has on the client shall be immediately due and payable.
8. In the case of a jointly awarded assignment, the clients, insofar as the work was performed on behalf of the joint clients, are jointly and severally liable for payment of the invoice amount.

1. Van Velzen C.S Belgium BV is a limited liability company under Belgian law and is registered with the Crossroads Bank for Enterprises in the province of Antwerp, Turnhout division under number 0463.401.365 and has its registered office at Gelmelstraat 74G, 2320 Hoogstraten, Belgium

Article 7. Electronic data exchange and data storage

1. Client agrees to electronic data exchange (including via the Internet and e-mail).
2. If VVCS and the client exchange data by electronic means, both VVCS and the client will ensure adequate security in accordance with generally accepted methods, including virus protection.
3. Client is aware that it is not possible to guarantee that the electronic transmission or exchange of data is completely secure, virus-free and/or error-free, and that no system can completely eliminate the risk of interception or loss of data or unauthorised access. VVCS is not liable for loss of data or unauthorised access to data or other damage resulting from the use of electronic means of storage or communication.
4. Transmission of electronic messages shall take place unencrypted, unless the client requests the application of encryption.
5. VVCS processes personal data in accordance with its privacy policy, the latest version of which is published at https://vviworld.net.

Article 8. Intellectual property

1. All intellectual property rights that arise during, or result from, the execution of the assignment belong to VVCS and/or the third parties it engages. These include reports, designs, working methods, views, advice, (model) contracts, reports, templates, databases, drawings, flow charts, macros, and translations.
2. The client is not permitted to copy/duplicate or publish and/or exploit works by VVCS, with or without the involvement of third parties, other than for his own use and for the purpose for which the assignment was given.

Article 9. Termination of the agreement for the provision of services

1. Both the client and VVCS have the right to terminate the assignment, with immediate effect if desired.
2. Termination must be in writing.
3. If VVCS proceeds to terminate, it will observe a reasonable term, unless this cannot reasonably be required of it under the circumstances.
4. If the client terminates, such termination will be deemed to take effect at the moment the written notice of termination has reached the office of VVCS ("Termination"). In the event of Termination, VVCS will cease all work for the client with immediate effect.
5. Upon Termination, the client is obliged to pay all work and costs incurred by VVCS and the third parties it engages/ engaged, up to the date of Termination of the agreement.

Article 10. Limitation of liability and indemnification

1. Without prejudice to the other provisions of this article 10, any liability of VVCS for damage as a result of a default attributable to VVCS or a wrongful or tortious act committed by VVCS will be limited to 1) damage that is the direct consequence thereof and 2) to the total amount paid by the client to VVCS for the assignment in connection with which the damage arose in the period of 12 (twelve) months prior to the claim, up to a maximum of € 50,000 (fifty thousand EURO).
2. VVCS is never liable for indirect damage or consequential damage, including in any case loss of profit, damage due to business stagnation or production or order loss and/or missed savings or damage suffered by others than the client.
3. Any liability of VVCS for contractual default or for a wrongful or tortious act shall in any case and under all circumstances be limited to the amount paid by VVCS' professional liability insurer in that particular case.
4. There is no liability in the event of force majeure. Force majeure is deemed to exist, amongst others, if VVCS cannot (timely or properly) fulfil its obligations under the agreement, as a result of circumstances beyond its reasonable control, including illness of qualified personnel and staffing outages, computer, Internet, telephone, fax and fax modem failures, other telecommunication failures, failures in the supply of energy and other similar causes both in VVCS' s company and in the company of third parties engaged by VVCS, trade embargoes, and restrictions as a result of Belgian, European and/or other applicable (export control) laws and regulations.
5. VVCS is not liable for damage caused by incorrect and/or incomplete data provided by or on behalf of the client.
6. VVCS is not liable for damage, destruction or loss of documents of the client and/or third parties which VVCS has in its physical and/or digital possession as a result of fire, water damage, burglary, hacking, theft, seizure and/or any external calamity, or for damage, destruction or loss of documents of the client and/or third parties during transport or dispatch by post, courier, digital or otherwise, regardless of whether the transport or dispatch is carried out by or on behalf of the client, VVCS or third parties.
7. All claims of the client against VVCS, for whatever reason, will lapse 1 (one) year after the day on which the client became aware or could reasonably have become aware of the existence of the damage and/or the rights of claim and VVCS' possible liability for this, and in any case 2 (two) years after the work, to which these claims relate, was carried out.
8. The client indemnifies VVCS against all third-party claims related to, or arising from, the performance of the agreement.

Article 11. Changes

1. These terms and conditions may be unilaterally amended by VVCS ("Amendment"). Client will be notified of the Amendment in writing prior to the Amendment entering into force ("Notification of Amendment"). Amendments will apply and take effect to existing and new agreements between VVCS and the client, unless the client informs VVCS in writing after receiving the Notification of Amendment that it does not accept the Amendment. In that case, all agreements between VVCS and the client will be considered terminated from the moment VVCS received the notice of non-acceptance. Articles 9(4) and (5) of these terms and conditions will apply mutatis mutandis.

Article 12. Applicable law and choice of forum

1. All agreements and the legal relationship between VVCS and the client are governed by Belgian law, with the exception of rules of international private law applicable thereunder.
2. All disputes between VVCS and the client shall in first instance only be submitted to and settled by the competent court in the district in which VVCS has its registered office.

The undersigned declares to have read and understood these terms and conditions and, where necessary, to have requested and obtained assistance from a legal or other expert, interpreter or otherwise, and to agree to these terms and conditions and to accept those on behalf of the entity or otherwise, he or she represents.

_____ (Name of entity or otherwise)

_____ (Adress)

_____ (City)

_____ (Country)

By: _____ (Name of person signing)

Title: _____

Date: _____

The person signing this document for agreement declares that he or she is authorised and entitled to do so, by the entity or otherwise, which the person represents.

Signature: _____