



A.General Terms and Conditions, Applicable to All Contracts and Sales

- A.1. These general terms and conditions shall apply to all of the products and services supplied by the private limited company Openminds bvba to the exclusion of the customer's general terms and conditions.
- A.2. A sale shall only be deemed to have been accepted if confirmed by Openminds. Commencement of the work shall act as confirmation, unless this takes place subject to conditions.
- A.3. The delivery deadlines shall be stated for informational purposes only and shall therefore not be binding unless expressly agreed. Delay in the execution of the order shall never give rise to any compensation or result in the dissolution of the agreement.
- A.4. Unless otherwise agreed, all invoices shall be payable in cash. Any dispute concerning an invoice shall be notified to Openminds by registered letter within seven working days from the date of dispatch of the invoice. A disputed invoice shall not under any circumstances result in the invoice payment being postponed or suspended.
- A.5. If the invoice remains unpaid on the expiry date, Openminds shall send you a reminder. This shall incur a reminder charge of EUR 10.00, and any outstanding invoices shall immediately become payable, even if they have not yet fallen due.
- A.6. Failure to pay the invoice on the due date shall ipso jure incur a fixed collection charge of 10% on any outstanding sums (with a minimum charge of EUR 100.00) and late payment interest of 12% per annum for the disruption caused to the normal running of the business and additional administration charges, and this without prejudice to the legal collection fees, including, but not limited to, the summons costs and the legal fees.
- A.7. The customer shall immediately notify Openminds of any change of address, or any major changes to his legal status (take-over, change of VAT number). If the customer fails to notify Openminds, the latter shall invoice the customer for any expenses incurred by the extra research involved or for any consignments dispatched in error.
- A.8. Openminds shall only be liable if you provide evidence that Openminds has committed a gross contractual breach, in the event of a deliberate act or if Openminds has failed to meet a commitment which constitutes one of the main obligations of the agreement. The liability of Openminds shall be limited to the repair of foreseeable and direct loss or damage, to the exclusion of any indirect or intangible loss or damage. The liability of Openminds shall in any case remain limited to the amount of the project, with a maximum of EUR 25,000.00. Openminds declines any liability for any actions or negligence on the part of third parties, with the exception of its sub-contractors, who have an impact on the service provided.
- A.9. The customer shall indemnify Openminds against any claim from third parties, even upon termination of the agreement.
- A.10. Neither the customer, nor Openminds shall be liable for any non-performance or delay in the performance of the obligations under the agreement in the case of force majeure (as recognised by case law). That which is not deemed to be force majeure: a customer who is unable to pay the full price of the services provided by Openminds.
- A.11. If the case of force majeure is only of a temporary nature, Openminds shall still endeavour to meet all of its obligations as soon as this is reasonably possible again. If the customer and Openminds conclude by mutual agreement that this is no longer possible, the agreement shall be reviewed or dissolved by mutual agreement. Any services already supplied by Openminds up to the case of force majeure shall still be invoiced.
- A.12. Only the Dutch-language version of the general terms and conditions shall be binding. If we provide you with a translation, this shall only be for explanatory purposes. The last Dutch-language version of this document can be found at <http://openminds.be/voorwaarden.pdf>



- A.13. This agreement shall be governed by Belgian law. In the event of any dispute, the courts of Ghent, in this case the Magistrates' Court (Justice of the Peace) of the fourth canton, shall have exclusive jurisdiction.

B.Special Terms and Conditions, Applicable to Domain, Website, Server or Application Hosting

- B.1. All services shall be payable immediately, at the start of the current period. Any order placed via the website or any written order (letter, fax, e-mail) shall constitute a valid order. The order shall become binding upon signature of the purchase order or upon payment of the balance, and cannot be cancelled.
- B.2. The customer shall at all times remain liable for any data included on his website, server(s) or application. If it should appear that these do not comply with current Belgian legislation, or if it brings the Openminds service into jeopardy, Openminds shall have the right to remove the customer's website, server(s) or application from the internet. The customer shall indemnify Openminds against any legal claims concerning the data published (documents, photos, graphic designs, video and audio material, etc.).
- B.3. Openminds shall have the right, and this without formal notice, to temporarily suspend this agreement and even to terminate it if the customer evidently does not comply with these General Terms and Conditions, if it appears that the customer has supplied incorrect data, if the customer brings the Openminds services into jeopardy, if it appears that the customer has still not paid an invoice in full, 15 days after the due date, or if the customer has applied for bankruptcy.
- B.4. Openminds undertakes to endeavour to make its network and server systems accessible to internet users 24/7. However, the supplier shall not be liable if the systems are not accessible, unless explicitly agreed otherwise in a separate SLA (Service Level Agreement) referred to in the agreement or on the purchase order.
- B.5. Every agreement shall be valid for a period of one year. Upon expiry of the agreement, it shall be extended by tacit agreement, each time for a period of one year. Both the customer and the supplier can cancel the agreement providing they give notice to the other party at least two months prior to the expiry date, and this by letter or by e-mail. If the customer has applied for bankruptcy, the agreement shall not automatically be extended.
- B.6. If the agreement permits the customer to install his own equipment in one of the supplier's server rooms, it shall be specifically designed to be placed in standard 19 inch computer racks, it shall comply with all of the Belgian safety regulations, and it shall not in any way pose any risk to the equipment owned by the supplier or by other customers of Openminds. Furthermore, the customer shall insure this equipment against fire and any other loss or damage ("a comprehensive electronics insurance policy") and the equipment shall be covered by sufficient liability insurance. This insurance shall include a "waiver of recourse" with respect to Openminds, the data centre operator, and the other customers of Openminds or of the data centre operator. The customer shall provide the supplier with proof of this insurance cover upon simple request.
- B.7. The customer himself shall be liable for taking the necessary back-ups. Even though Openminds shall do everything in its power to prevent any loss of data, it declines any liability for any such loss incurred as a result. Even if Openminds provide a back-up service as part of the agreement, this shall be an obligation of means, not an obligation of result.
- B.8. The Openminds help desk is available for trouble-shooting or basic advice. The customer is expected to have a minimum of knowledge. For example, the customer shall have to know how to transfer the files to the server himself, to set up the basic configuration of the software package used by him or how to use his e-mail programme.
- B.9. Unless agreed otherwise, the customer shall be liable for keeping the applications used by him safe, up-to-date and spam-free. If the customer fails to do this, and as a result brings the service provided by Openminds to its customers into jeopardy or if Openminds is forced to take legal action (e.g. hacking attempts, large-scale spamming, participation



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of botnets, etc.), Openminds shall be entitled to claim compensation from the customer for any costs incurred. If the damage to the domain name, the website or the server cannot be repaired or undone, Openminds shall be entitled to make the domain name, the website or the server inaccessible, without having to pay any compensation to the customer.

C.Special Terms and Conditions, Applicable to the Sale of Goods.

- C.1. Any transport and insurance expenditure shall be borne by the customer, unless expressly agreed otherwise.
- C.2. The purchaser shall immediately take delivery of the goods and inspect them. Any complaints shall only be valid if they are notified by registered letter, within one week from the date of receipt.
- C.3. If the Consumer Protection Act dated 1 September 2004 for the sale of consumer goods is applicable, the following arrangement shall apply: within two years following the date of delivery, a nonconformity may be discovered which was already present at the time of the delivery. In that case, the purchaser shall notify Openminds of that fact within a period of two months following the discovery of the defect. If the defect is not reported, the seller may reject the customer's claim.
- For defects which are only discovered two years following the delivery, the purchaser shall be required to submit a claim on the grounds of a hidden defect within a period of two months following the discovery of the defect. Failure to do so shall render the claim inadmissible pursuant to Art. 1648 of the Civil Code.
- C.4. If the aforementioned Act is not applicable, the following arrangement shall apply: any claim on the grounds of hidden defects shall be submitted by the purchaser within two weeks following the discovery of the defect, and failure to do so shall render the claim inadmissible pursuant to Art. 1648 of the Civil Code.
- This claim shall also have to be submitted within the year following the delivery, if not it shall expire.
- C.5. If the purchaser wishes to invoke the contractual warranty, he shall be required to return the item concerned in person or by recorded delivery to the registered address of Openminds, enclosing a copy of the purchase invoice and any proof of warranty supplied. Openminds declines any liability for any costs incurred.
- C.6. Openminds shall retain title to the goods supplied until full payment of the sale price, including any charges and interest due. Liability for the goods shall transfer from the seller to the purchaser as soon as the goods leave our warehouses or offices.
- C.7. Except in the aforementioned cases concerning warranties, Openminds shall not accept any returned goods, shall not cancel any orders placed and shall not exchange any goods upon request from the customer.