

General Terms and Conditions (version 1.0) IPBreeze GCV

1. General

These General Terms and Conditions govern the provision of all services from or on behalf of IPBreeze, company number 0848.141.472 (named "Consultant" hereafter) to the Client and apply to all dealings between the Consultant and the Client with the exclusion of all other terms and conditions, agreements or any other dealings in the broadest sense.

2. Confidentiality

All information of the Client obtained by the Consultant during the provision of its services that is either sensitive business information or is explicitly labelled as such shall be deemed to be confidential information. The Consultant shall not disclose any confidential information without authorisation and shall undertake all reasonable measures to prevent unauthorized disclosure as if the Consultant was dealing with its own confidential information.

3. Complaints

The Client agrees and accepts that the Consultant shall perform his duties to the best of its ability, without being able to guarantee the result. Complaints about the validity or reliability of the billed services shall be submitted to the Consultant within 30 days from the date of billing via registered mail. In absence thereof, these services shall be considered to have been irrevocably accepted and can no longer be contested for any reason.

4. Remuneration

The services of the Consultant shall be billed in accordance to its normal fee or the fee agreed between the parties. Furthermore and unless agreed otherwise the Consultant shall be reimbursed by the Client for all out of the pocket and traveling and lodging expenses reasonably and properly incurred by it within the performance of its services subject to reproduction of evidence thereof as the Client may reasonably require.

5. Sanctions

Invoices are payable within 30 days after the date of billing. Failure thereof will by right and without notice will make (i) all non-expired invoices become payable; (ii) the services of the Consultant subject to suspension, even if these services do not have any relation with the unpaid invoice; (iii) due as of the date of maturity an interest at the rate of 1% of the billed amount for each month; (iv) due all relevant recovery costs in the meaning of art. 6 of the Law of August 2nd, 2002 on combating late payment in commercial transactions. The foregoing is without prejudice to the Consultant's right to terminate the agreement by right and without notice due to lack of payment or all other remedies provided by law.

6. Liability

Except in the event of fraud or wilful misconduct, the Consultant is not liable for any damage in any form, directly or indirectly resulting out of the services provided. The total liability of the Consultant is in any case limited to the average amount billed to the Client in the year prior to the fact causing the damages.

7. Waiver

The failure of the Consultant to insist upon strict performance of any of the provisions of the present terms and conditions shall not be construed as a waiver thereof, nor as a tacit acceptance of any other agreement in the broadest sense. Present terms and conditions will remain in force at all times, unless parties agree otherwise in writing or when being replaced by a more recent version.

8. Amendments

The Consultant reserves the right to amend the present general terms and conditions from time to time in order to adapt these to the economic, technical or legal necessities.

9. Forum and applicable law

All disputes on the validity, interpretation or execution of present terms and conditions, which cannot be settled amicably, shall be referred to the courts of Antwerp. Only the laws of Belgium apply, with the exception of its provisions of international private law.

10. Nullity

The invalidity or non-applicability of one or more clauses of the present terms and conditions do not affect the validity of the other clauses, which will remain in full force and effect. The provisions which are void or for any other reason are declared as not applicable, will be replaced by the parties by mutual agreement with new provisions that respect the finality of the original clauses.

