

Terms & Conditions



APPLICABILITY OF GENERAL TERMS AND CONDITIONS

These terms and conditions apply to all quotations, invoices, offers and services on behalf of EQUILUCKS, registered in the intersection bank of companies under the registration number 0704.836.246, to the contracting party (client), to the exclusion of all special or general terms and conditions of the client. The client expressly declares to have knowledge of these general terms and conditions and to accept them. Deviation from these general terms and conditions is only possible with written consent of EQUILUCKS. EQUILUCKS is entitled to amend or supplement these general terms and conditions and carry these terms and conditions through at all times. EQUILUCKS will discuss major substantive changes with the client in advance as much as possible. If one or more provisions of these general terms and conditions prove to be invalid or voidable, this will not affect the other provisions of these terms and conditions. The applicability of the Vienna Sales Convention is excluded.

IMPLEMENTATION OF THE AGREEMENT

EQUILUCKS performs the agreement and cooperation to the best of its knowledge and ability and in accordance with the requirements of good workmanship.

When the parties have entered into an agreement with a service-providing nature, this only contains a best efforts obligation for EQUILUCKS and therefore no obligation of result.

QUOTATION, INVOICING AND PAYMENT

Any changes to the quotation by the contracting party (client) will invalidate the global price. EQUILUCKS is then entitled to make a new price based on the new data and to charge additional costs. What was not included in the quotation, is not included and may subsequently lead to an additional cost.

Signature is considered acceptance by the client. If the quotation is not signed by the client within 30 days of issue, the quotation expires. If the client cancels an assignment or breaks the agreement/contract, EQUILUCKS is legally and without prior notice of default entitled to a fixed compensation ad. 30% of the total quotation, subject to proof of additional damage.

All prices used by EQUILUCKS are in euros, are inclusive of VAT (BTW). All prices that EQUILUCKS charges for its services, made known via its website or otherwise made known, EQUILUCKS can change at any time. Unless otherwise agreed in writing, payment is made in cash immediately after EQUILUCKS has provided the services. When payment happens through bank transfer, payment must be made within 14 days of the invoice date, unless stated otherwise. The invoice is only considered paid if the full amount stated on the invoice has been received by EQUILUCKS, including costs, interests and increase clauses. EQUILUCKS is at all times entitled, also during the execution of the agreement, to demand the security and guarantees it deems necessary before continuing its activities.

SANCTION

In case of any delay in payment, interest on arrears will be charged at the rate of 2% per month counted from the due date. In addition, on top of the normal invoice amount, a fixed compensation of 10% of the invoice amount will be charged, unless proof of greater damage, without prior notice of default being required. In case of any delay in payment,

a default interest will also be charged without prior notice of default being required ad. 10% per annum. When the *“Betalingssachterstand bij handelstransacties wet van 2 augustus 2002”* applies, the highest possible interest in accordance with this Act will apply.

In case of non-payment, EQUILUCKS is entitled to postpone, suspend or cancel all current services or obligations, without this action being seen as a refusal to deliver or perform the service, until the contracting party (client) has fulfilled its payment obligation. If the contracting party fails to fulfil its contractual obligations, EQUILUCKS is also entitled, without judicial intervention being required, to dissolve the agreement either wholly or in part.

In case of late payment of one invoice, all outstanding invoices become immediately due and payable. In case of liquidation, bankruptcy, attachment or suspension of payments on behalf of the client, the claims of EQUILUCKS on the client are immediately due and payable.

FORCE MAJEURE

A shortcoming from EQUILUCKS in the fulfilment of any obligation regarding the complaint cannot be attributed to EQUILUCKS in a situation independent of the will of EQUILUCKS, whereby the fulfilment of its obligations towards the contracting party (client) is wholly or partially prevented or as a result of which the fulfilment of its obligations cannot reasonably be expected from EQUILUCKS.

The force majeure situation includes - but is not limited to: state of emergency (such as natural disasters, riots, etc.), underperformance, unexpected power, electricity, internet, computer and telecom disruptions, computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.

If a force majeure situation occurs as a result of which EQUILUCKS cannot fulfil one or more obligations to the client, those obligations will be suspended until EQUILUCKS can fulfil them. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing, either wholly or in part. EQUILUCKS does not owe any (damage) compensation in a force majeure situation, even if the force majeure situation benefits any advantage.

COMPLAINTS AND LIABILITY

Complaints must be submitted to EQUILUCKS by registered letter within 10 calendar days after delivering the last performance. The contracting party (client) provides a as detailed as possible description of the complaint, so that EQUILUCKS is able to respond adequately. The client must demonstrate that the complaint relates to an agreement between the parties.

The liability of EQUILUCKS under the agreement is expressly limited to the professional liability of EQUILUCKS. If EQUILUCKS is liable for any damage, it is only liable for direct damage arising from or related to the performance of the delivered performance. EQUILUCKS is never liable for indirect damage, such as consequential damage, business loss, trading loss or loss of profit or other indirect damage. The contracting party indemnifies EQUILUCKS against all claims from third parties with regard to damage, whether or not directly caused by the services provided by EQUILUCKS, both contractual and non-contractual.

JURISDICTION AND APPLICABLE LAW

Only the Belgian law applies to these general terms and conditions. The Courts of Antwerp have exclusive jurisdiction to take cognizance of any disputes related to the performance or interpretation of the contractual relationship between the parties.