

General Terms & Conditions of Sale

Xpertdoc BV ("XPERTDOC") General Terms & Conditions of Sale apply to all sales, deliveries and services, and to all quotations. Amendments to these General Terms & Conditions are valid only if they have been confirmed in writing by XPERTDOC.

XPERTDOC rejects the application of all other terms and conditions, even if the client uses its own order form. These General Terms & Conditions are accepted by the sole act of negotiating with, ordering from or concluding an agreement with XPERTDOC.

1. Quotations and orders

Quotations remain valid for the duration and subject to the conditions indicated therein. In the absence of a validity period, a quotation remains valid for a period of 30 calendar days.

Orders must be communicated in writing. Orders become binding on the client as soon as they are communicated to XPERTDOC and may not be cancelled by the client. Orders become binding on XPERTDOC only after order confirmation or performance thereof by XPERTDOC.

2. Delivery dates, deliveries, transfer of risk and ownership

Delivery dates are approximate. A delay in delivery can under no circumstances give rise to liability of or compensation from XPERTDOC.

Partial deliveries are allowed. XPERTDOC is entitled to suspend performance in case of default of payment. The client shall ensure that the deliveries can take place on the (approximate) delivery date. If the delivery is not possible on that date due to the client, the client shall provide an alternative date to XPERTDOC. All additional costs shall be borne by the client.

The risk is transferred upon delivery. In case of a sale of products, ownership of the products use-rights is transferred upon complete payment.

International deliveries are delivered EXW (Incoterms 2010) at XPERTDOC's registered office.

3. Price and payment

All prices are exclusive of taxes, levies and custom duties. Costs in relation to shipment and installation are invoiced at the then current standard rates. Costs related to the payment shall be borne by the client.

XPERTDOC is entitled to modify the prices at any time in case of exchange rate fluctuations.

XPERTDOC can adapt the prices on 1 January of each year in accordance with the following formula: new price = current price x [0,2 + 0,8 (current index / base index)]. The index used by XPERTDOC is the 'Agoria-index (national average) for wage costs and social contributions'. The 'current index' is, each time, the last published index prior to adaptation. The 'base index' is the last published index prior to the quotation or the moment of the previous adaptation, as the case may be.

Invoices are payable within 14 days of the invoice date. In the event of default of payment, a late payment interest of 1% per commenced month shall accrue without prior notice. Moreover, all outstanding amounts shall be increased with an indemnity of 10% of the invoice amount, with a minimum of 125 EUR. In the event of default of payment, all invoices shall become immediately due. Disputes in relation to invoices must be notified to XPERTDOC by registered letter within 8 working days following the receipt of the invoice.

4. Liability

Except in case of fraud or willful intent, the liability of XPERTDOC shall be limited to the lower of the following amounts: (i) 25.000 EUR or (ii) an amount equal to all amounts paid in that calendar year by the client to XPERTDOC in relation to the order giving rise to liability of XPERTDOC.

XPERTDOC shall not be liable for indirect or consequential damages, including (but not limited to) loss of profit, loss of turnover, loss of opportunity, corruption or loss of data.

5. Warranty

For third-party products and software supplied by XPERTDOC, the warranty is limited to the warranty provided by the manufacturer or supplier thereof.

The warranty shall become void in case of (i) wrong or abnormal use, as well as any non-compliance with the conditions of use, (ii) causes that are not inherent to the product and (iii) intervention of third parties.

For services performed by XPERTDOC, the warranty period is limited to 3 months. The warranty is limited to replacing or re-performing the non-complying service.

For XPERTDOC software, the warranty shall be set out in the relevant separate license agreement.

The client shall inform XPERTDOC within 5 working days about any faulty product, software or service.

6. Intellectual property rights

Studies, designs, drawings, models, deliverables and all other results of a service remain the property of XPERTDOC. The client shall obtain a personal, non-exclusive, non-transferable license to use such material for the entire duration of the protection of such material.

XPERTDOC software is subject to the provisions of a separate license agreement.

Third-party software is provided in accordance with the license conditions of that third party.

7. Force majeure

XPERTDOC cannot be held liable for any shortcoming resulting from a force majeure event. Force majeure includes any circumstance that is independent from XPERTDOC and that reasonably prevents the normal performance of the agreement.

8. Financial guarantees

XPERTDOC reserves the right, even after partial performance of an order, to request the client to provide additional financial guarantees. If the client fails to provide such guarantees in a timely manner, XPERTDOC shall have the right to terminate the agreement entirely or partially, or to suspend the performance thereof.

9. Subcontracting

XPERTDOC shall be entitled to use the services of subcontractors for the performance of an order. In such case, XPERTDOC shall remain liable towards the client for the performance of the order.

10. Applicable law and jurisdiction

These General Terms & Conditions are governed by Belgian law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). All disputes arising out of or in connection with these General Terms & Conditions are submitted to the exclusive jurisdiction of the courts of Antwerp (Belgium).