

GENERAL TERMS AND CONDITIONS

This is a non-binding translation from Dutch to English of the general terms and conditions set out by De Clercq & Partners CVBA and is provided for your information only. Only the Dutch text of the general terms and conditions shall be binding.

1. These general terms and conditions (hereinafter “**Terms and Conditions**”) apply to all (requests for) offers, advices, interventions or any other tasks performed by De Clercq & Partners CVBA, with registered office at Edgard Gevaertdreef 10/A, 9830 Sint-Martens-Latem and registered with the register of legal entities (RLE Ghent, division Ghent) under the number 0472.015.856 (hereinafter “**DCP**”) as well as any other agreements or legal relationships between DCP and a customer (hereinafter “**Customer**”).

Any references in these Terms and Conditions to DCP shall also include its patent and trademark attorneys as well as all its legal, scientific and administrative personnel acting on behalf and for the account of DCP.

Any request for advice or intervention, any acceptance of an offer by the Customer or the mere payment of an invoice also entails the express acceptance of these Terms and Conditions. The Customer acknowledges and accepts that the application of its own general terms and conditions is explicitly excluded.

2. DCP undertakes to perform its tasks in good faith, carefully, diligently and in accordance with the necessary confidentiality. All tasks entrusted to DCP inherently relate to an obligation of means. Accordingly, DCP does not guarantee the achievement of a certain result.
3. The Customer and DCP acknowledge that, in the context of certain tasks, mandatory deadlines imposed by law or third parties have to be respected. Consequently, the Customer undertakes to provide DCP with all information and instructions that are necessary for DCP to be able to perform its tasks correctly and in a timely manner. Therefore, the Customer undertakes to respond timely and diligently to all requests for information from DCP and to provide the latter in a timely manner with the, where appropriate, required (signed) documents or instructions as well as any other useful information. Moreover, the Customer shall notify DCP immediately if the information provided to DCP changes or has changed.

4. At the request of the Customer, DCP shall provide an offer estimating the costs, taxes and fees that the Customer will incur in the context of the tasks to be performed by DCP. The amounts included in any offer of DCP are merely indicative and are explicitly subject to additional costs resulting from, amongst others, exchange rate variations, changes in the official taxes, translations, other mandatory costs (such as legalizations, apostille, ...), additional intellectual services (such as our advice relating to the filing strategy and the handling of objections by third parties or by the administration) and circumstances which increase the complexity of DCP’s tasks.

Unless expressly agreed otherwise, the tasks performed by DCP are invoiced based on fixed hourly rates, which may vary depending on the competences and experience of the persons that have performed the tasks and which moreover may be adjusted from time to time.

All prices quoted by DCP are in euro and exclusive of VAT as well as any other possible tax or duty imposed by any government.

The Customer acknowledges and agrees that DCP is allowed at all times, in the performance of its tasks, to engage one or more third parties, such as, amongst others, experts and (foreign) correspondents and that the costs related to the engaging of such persons will be charged to the Customer.

5. All DCP’s invoices are payable at the registered office of DCP within 30 calendar days from the invoice date. Any complaint regarding the invoice will only be considered if received by registered mail within 14 calendar days from the invoice date.

A default interest of 1% per month commenced will be charged on the invoice amount without prior notice if the invoice is not paid within 30 calendar days from the invoice date. In case of non-payment of the invoice within the above mentioned period, all invoices not yet due will also become payable by operation of law and without prior notice and in such case DCP furthermore reserves the right to interrupt or stop all activities, services and work commissioned by the Customer or any interested third party without prior notice.

MAIN OFFICE

Edgard Gevaertdreef 10a
B-9830 Sint-Martens-Latem
Belgium

HASSELT BRANCH

Corda Campus
Kempische Steenweg 309 bus 2.01
B-3500 Hasselt
Belgium

LEUVEN BRANCH

Groenveldstraat 13
B-3001 Leuven (Heverlee)
Belgium

Eventual damages resulting from the above will be the sole responsibility of and will be for the account of the Customer or interested third party. The Customer furthermore recognizes that, in case of non-payment of the invoice within the above mentioned period, by operation of law and without prior notice a fixed indemnity amounting to 10% of the invoice amount shall be payable to DCP, with a minimum of EUR 250, notwithstanding DCP's right to claim damages for all actually incurred costs (thereby included all reasonable costs related to the recovering of unpaid invoices).

6. DCP's total cumulative liability on any basis whatsoever, irrespective of how often it happens and regardless of the damage actually suffered by the Customer shall be limited to, where applicable, the amount paid out by the insurance company of DCP. If and insofar as DCP does not receive compensation of that damage under any insurance, and only in case of willful misconduct, serious fault or gross negligence by DCP, the total cumulative liability of DCP shall be limited to the amount that DCP has already received for the task(s) concerned, subject to a maximum of EUR 100,000. Any and all other liability for direct, indirect, financial, commercial, incidental or consequential damages or any other damages directly or indirectly resulting from acts or omissions, excluding fraud, by DCP is hereby explicitly excluded.

DCP shall not be liable for any loss or damage directly or indirectly resulting from cases of force majeure nor for any shortcomings and/or errors made by third parties, commissioners (*aangestelden / préposés*) or execution agents (*uitvoeringsagenten / agents d'exécution*) and/or any loss or damage resulting therefrom and/or related thereto. "Force majeure" is to be understood as: any circumstance in which DCP cannot or cannot timely comply with its obligations under the agreement with the Customer following a cause beyond its control, such as, but not limited to, strikes, fire, explosions, lockout, accidents, war, unavailability of public information or logistic services, power failures, storm damage, floods, etc. If the event of force majeure lasts longer than 3 months, DCP and the Customer shall have the right to terminate the agreement with respect to the part which cannot be complied with, without payment of any compensation, by notifying the other party thereof by registered mail.

The Customer shall not be able to file a claim, regardless of its nature, basis or modalities, if the loss or damage is not reported to DCP in writing immediately after it has been discovered or should reasonably have been discovered by the Customer and all claims shall in any event lapse after 6 months as from the day on which the cause of the loss or damage has occurred.

7. Each party has the right to terminate the agreement forthwith, without notice period, without court intervention and notwithstanding its right to damages, by giving notice of termination to the other party. The termination of the agreement explicitly does not discharge the Customer from compensating at least the tasks that were performed by DCP up until the moment of termination.
8. The nullity or unenforceability of one or more provisions of the present Terms and Conditions does not affect the validity or enforceability of the other provisions hereof. Any illegal or unenforceable clause of these Terms and Conditions shall be replaced by a new clause, which is, in as far as permitted under applicable law, the most favorable to DCP. The fact that DCP does not invoke, at any given time, any of the clauses of these Terms and Conditions cannot be construed as a waiver of its rights by DCP and does not exclude recourse to these Terms and Conditions or any of its clauses at a later stage.
9. Any and all disputes or conflicts between the Customer and DCP shall exclusively be submitted to the competent courts of Ghent (Belgium). The legal relationships between DCP and the Customer, including, amongst others, the present Terms and Conditions, shall exclusively be governed by and construed in accordance with Belgian law.