

# CSI tools General Terms and Conditions

CSI tools bv, Bieststraat, 2, 3020 Herent - BELGIUM – BCE/KB0 0881 506 009

## 1. Applicability

These general terms and conditions (**GTC**) apply to all agreements between CSI tools bv (**CSI tools**) and its customers or prospective customers (**Customer**) or its suppliers (**Supplier**) and, in a general manner, to all their business relations with CSI tools. CSI tools and Customer or Supplier are hereinafter referred to, separately, as **Party** or, jointly, as **Parties**.

These GTC can complete the CSI tools License Agreement which contains the terms and conditions related to the use of CSI tools products and their maintenance and support.

These GTC are deemed as accepted by the Customer or Supplier by the simple fact of placing or accepting an order, even if they are in contradiction with their own general or special terms and conditions. In addition, CSI tools is entitled, at its sole discretion, to change any of these GTC at any time, without notice and without indemnity.

## 2. Marketing, Communication and Legal terms

Any CSI tools marketing and communication material including, for example, any functional and/or technical information, price lists, indicative quotation or offer, procedures, forms, and the like, made available or communicated to Customer or Supplier through the CSI tools website, social media, emails, conferences, webinars, calls, training sessions or otherwise, are supplied for information only, without guarantee of relevance, correctness and accuracy, completeness or fitness for a particular purpose and can be updated or amended by CSI tools at any time without notice.

CSI tools legal terms, privacy terms, disclaimers, terms of use, statements relating to CSI tools intellectual property, trademarks and other property protection, and any other similar terms and conditions, published or otherwise made available to Customer or Supplier are automatically part of these GTC and may change from time to time.

## 3. Intellectual property

All intellectual property rights regarding the CSI tools products and/or services, the corresponding documentation and marketing and communication material are and remain the absolute property of CSI tools or an affiliated company. Customer or Supplier shall not acquire any title, copyright or other proprietary rights other than mutually agreed in writing by the Parties (e.g., CSI tools license agreement, etc.).

## 4. Non reliance, information and cooperation

Before signing an agreement, the Customer is to make sure the products and/or the services meet both its needs and the use he intends to make of them. CSI tools accepts no liability resulting from an error of choice or appreciation of the Customer.

All assignments are carried out by CSI tools on the basis of data, information, requests and/or requirements provided by the Customer.

The Customer or Supplier shall ensure the accuracy and completeness of the data or other information given to CSI tools. CSI tools can never be held responsible for inappropriate information given by the Customer or Supplier and the results thereof.

If the necessary data or other information are not, and/or not in time, and/or not in accordance with the agreements between the Parties, made available to CSI tools by a Customer or Supplier, or if Customer or Supplier fails to meet its obligations in any other way, CSI tools is entitled to terminate or dissolve or suspend the execution of the related

agreement and to charge the costs incurred at its usual rates to the failing Party.

## 5. Authority, Ordering, Delivery, Acceptance and Termination

The Parties are independent and no Party can bind the other Party. In addition, no agent of CSI tools nor any third party can bind or represent CSI tools in any manner whatsoever without CSI tools express, prior and written consent.

The persons of the Parties signing an agreement and/or an order document are indisputably deemed to being vested with the necessary authority for committing the latter.

Any agreement and/or order document of Customer or Supplier has to be approved by CSI tools to be valid.

Delivery of products and/or services between the Parties, shall be done in accordance with mutually agreed planning and conditions (remotely, on-site, etc.).

Delivery does not imply further products and/or services other than those agreed between the Parties under their agreement. However, CSI tools is entitled to develop and add new features in the new releases of its products and services and to also decide when a product and/or a service reaches its end of life.

CSI tools may require from Supplier a provisional and a definitive acceptance process relating to the delivery of the ordered products and/or services.

CSI tools has the right to terminate any business relationship with any Party at any moment and without indemnity through simple notification to that Party, unless CSI tools has agreed other termination clauses under an agreement with that Party.

## 6. Warranty

CSI tools undertakes to perform its contractual obligations with all reasonable care according to usual professional practices and requires the same from Customer or Supplier.

The products and services of CSI tools are provided "as-is" without warranty of any kind, express or implied.

Supplier's products and/or services must perform substantially as described in the original offer provided to CSI tools.

In addition, CSI tools requires any legal warranty to be applied by Supplier and may require from a Supplier supplementary warranty terms, depending on the agreement considered with Supplier.

## 7. Liability

The performance of the CSI tools' obligations only creates an obligation of means on the part of CSI tools, with the explicit exclusion of any obligation of result.

For any personal data relating to Customer personnel that Customer provides to CSI tools, Customer warrants that it has obtained the agreement of the Customer personnel to release the information to CSI tools and to allow CSI tools to use, disclose and transmit such information, but only in connection with a permitted purpose or an agreement signed between the Parties. In addition, CSI tools cannot be held liable for personal data handled by Customer with CSI tools products.

In no circumstances can CSI tools' liability be engaged for damage, regardless of its nature, caused to persons or goods other than its products and/or services or caused by Customer to any third party through the use of its products and/or services. CSI tools shall have no liability to Customer for any indirect or consequential damages whether or not arising from or in connection with (i) a breach of these GTC and any agreement between the Parties or (ii) its negligence in the performance of its obligations under an agreement, except for such losses or damages which are caused by CSI tools' fraud and/or willful misconduct. Matters particularly considered as

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indirect damage include any loss or deterioration of data, profit losses, Customer base losses, etc. It is consequently the Customer's responsibility to make regular back-up copies – and in any event prior to any technical intervention – of his operating systems, applications and data. The Customer shall be liable for all direct, indirect damage caused to a third party by the Customer or its employees and arising from the use of the CSI tools' products and/or services.

CSI tools' liability shall in any case be limited to the fees actually paid to CSI tools by Customer, or paid by CSI tools to Supplier, during the previous year with a maximum of hundred thousand Euro (EUR 100.000).

CSI tools' liability exists solely when Customer or Supplier immediately and appropriately notifies CSI tools of the deficiency in writing and at the latest within ten (10) working days after occurrence of the damage.

CSI tools shall not be liable for any damage regardless of its nature caused by third party products.

### **8. Prices, Invoicing and Payment**

Fees, charges, taxes, etc. related to products and/or services indebted on the basis of any Parties' agreement must be stated in mutually agreed order documents.

All prices are VAT, charges and taxes exclusive. All invoices are always calculated in euro. They are drawn up in euro unless agreed upon otherwise in writing. Prices indexation shall be applied pursuant to the Belgian ICT sector rules, unless otherwise agreed.

CSI tools' prices are based on the fact that the CSI tools activities are done remote. If activities are to be performed on site, CSI tools shall be entitled to charge additional costs and expenses subject to prior mutual agreement with the other Party.

Supplier's prices for products and services are net (i.e., after deducting all discounts and rebates) and fixed prices. Unless they are mutually agreed in advance, no Supplier's costs and/or expenses shall be invoiced by Supplier to CSI tools.

CSI tools shall invoice the amount, appropriately itemized, owed by Customer. Customer shall pay all amounts indebted within thirty (30) calendar days of the invoice date. For that purpose, Customer undertakes to provide CSI tools with the appropriate purchase order(s), otherwise Customer accepts that CSI tools is entitled to terminate the related agreement with Customer.

Payments for any annual or periodic amounts are due by Customer in advance, and can be invoiced to Customer prior to each year or any other period during which the agreement between CSI tools and Customer continues.

The Customer's payments shall not be subject to any compensation or deduction.

CSI tools may require from Supplier a payment schedule for the products and/or services ordered and, in addition, this schedule may be subject to a mutually agreed acceptance process of these products and/or services to allow the payment of the related Supplier's invoices. CSI tools shall pay Supplier's correct and appropriately itemized invoices within thirty (30) calendar days of the date of receipt of Supplier's invoice.

Should Customer or Supplier fail to fulfill any obligation upon written notification by CSI tools of relationship or agreement breach, CSI tools reserves the right to charge all incurred costs to Customer or Supplier, including judicial and extra-judicial expenses, with regard to the collection of debts from Customer or Supplier. Extra-judicial collection costs amount to 15% of the debt, with a minimum of EUR 500.

Furthermore, this situation shall vest CSI tools with the authority to suspend its own obligations and to cancel all or

part of the agreements in progress with Customer or Supplier without any other formality than a notification by registered mail and without indemnity.

### **9. Infringement warranty**

CSI tools shall defend and hold harmless Customer from any allegation that the CSI tools products and/or services infringe a patent, copyright or similar right.

CSI tools shall pay the damages, expenses, and court costs that Customer is ordered to pay by the final court ruling, provided that Customer (i) notifies CSI tools immediately, but no later than within ten (10) working days, after Customer becomes or could have become aware of the infringement in writing of the existence of the allegation of infringement, and (ii) provides CSI tools sole authority to defend or settle the claim.

If CSI tools products and/or services become the subject of such claim, CSI tools shall, at its own expense and its own option (i) obtain the right to continue using the CSI tools products, or (ii) modify or replace the CSI tools products and/or services so that they become non-infringing, or (iii) if the above remedies are not available, CSI tools shall consider and propose other remedies to Customer.

CSI tools shall have no liability for any claim based on the fact that (i) the third party products provided to Customer violate an intellectual property right, industrial property right or other right valid, (ii) Customer has made a change or addition in or to the product, or (iii) Customer has used the product in violation of the agreement existing between the Parties or these GTC.

### **10. Miscellaneous**

#### **10.1 Force majeure**

Neither Party is obligated to fulfill any obligation if they are prevented from doing so as a result of circumstances, which can be considered beyond their fault, and by law, legal act, or generally accepted practices can not be held accountable for. CSI tools reserves the right, in the case of force majeure, to collect payment for obligations already fulfilled before force majeure was known.

When force majeure is of a temporary nature CSI tools has the right to suspend its commitments without any form of damage compensation. In the event that force majeure exceeds three-month each Party has the right to terminate the agreement existing between them without any form of damage compensation

#### **10.2 No assignment**

The rights and obligations of Customer or Supplier cannot be assigned to any third party without the prior written consent of CSI tools.

#### **10.3 Confidentiality**

CSI tools and Customer or Supplier mutually commit themselves to the confidentiality of all data and information concerning each other's business, organization, clients, files, products, services, etc. which they become aware of under their business relationship or agreement(s).

#### **10.4 Entire agreement**

Any agreement between the Parties and all documents referred to by that agreement, including for example, agreement or contract signed between the Parties, Customer's or Supplier's purchase order, order documents, appendices thereto, etc., shall constitute the entire agreement between the Parties concerning the provision of products and/or services and shall supersede all prior oral or written agreements concerning the related subject.

#### **10.5 Order of precedence**



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Unless explicitly agreed otherwise in writing in an agreement between the Parties, in the event of an inconsistency or conflict between these GTC and an agreement between the Parties, these GTC shall prevail.

### 10.6 Severability

If any provision of an agreement between the Parties is or is held to be invalid or unenforceable, then so far as it is invalid or unenforceable it has no effect and is deemed not to be included in that agreement. This shall not invalidate any of the remaining provisions of that agreement. The Parties shall then use all reasonable endeavors to replace the invalid or unenforceable provision by a valid provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

### 10.7 Language

Unless mutually agreed otherwise between the Parties, the business relationship between CSI tools and Customer (or Supplier) shall be held in English.

If these general terms and conditions and/or any other document or any written or oral communication between CSI tools and Customer (or Supplier), relating to any of their business relationships, or connected thereon, would be translated in another language than the English language, for whatever reason, and if conflicts or divergences of interpretation exist between the different language texts or translations, the English language shall prevail.

### 10.8 Law and jurisdiction

These GTC and any agreement between the Parties are governed by the laws of Belgium. Any dispute arising out of or in connection with these GTC and any agreement between the Parties shall be exclusively referred to the Courts of Brussels, Belgium.

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