

General Terms and Conditions, enter into force on 1 August 2014

Replaces all other previous versions

1. Applicability

These general terms and conditions shall apply to all legal relationships between the client and the contractor, subject to changes to these terms and conditions, which must be explicitly confirmed in writing by both parties. The applicability of general terms and conditions of the client is expressly excluded.

2. Offer and acceptance

All offers and quotations of the contractor are free of obligations with regard to price, content and delivery time and expire after 30 days.

The offer of the contractor is based on information provided by the client up to the date of the offer. The client is responsible for providing all valuable information necessary for the organization and realization of the assignment.

Allanta vzw describes as good as possible the assignment in the offer or in the confirmation to cooperation and lets the client gain a clear understanding in the procedure that has to be followed. If necessary terms of delivery will be mentioned.

The contractor enters into an agreement with the client after acceptance of the confirmation in writing.

3. Obligations of the contractor

The contractor shall do the utmost to accomplish the activities conform the agreement and consistent with the demands of professional skills of the assigned task. This obligation has the character of an effort obligation, as no guarantee is given with regard to the result of the delivered service.

The contractor reserves rights to let a third party carry out, either partially or entirely, the activities as agreed upon only if the client has agreed to do so in advance.

The assignment shall be carried out from a professional independent position in close consideration with the client about the state of affairs and the way of realization.

In case the contractor encounters facts or conditions that can influence the activities or the result negatively, the client shall be immediately notified.

4. Obligations of the client

The client shall be obliged to provide and/or make all information and documents, which the contractor, in its opinion, requires for the proper execution of the assignment, available in good time, in the requested form and in the requested manner.

The client guarantees the accuracy, completeness and reliability of the information and documents made available to the contractor.

Additional costs and fees arising from a delay in the execution of the assignment as a result of the required information and documents not being provided, or not being provided on time or in the proper manner, shall be for the account of the client.

The contractor must be able to count on the temporary availability of all fellow workers involved.

Should the client wish to involve third parties in the execution of the assignment, he shall only do this after having reached agreement on this with the contractor.

Facts and conditions that are a result of a change in policy and/or in the organization of the client shall be reported forthwith to the

contractor, so that the changes can be taken into consideration during the execution of the assignment.

5. Terms of delivery

The contractor will do the utmost to complete the assignment within the agreed planning. The duration of the execution can, except from the efforts of the contractor, be influenced by different factors, such as the quality of information obtained by the contractor and the cooperation that is given by the fellow workers involved. Exceeding the delivery time gives no right to a partial or an entire annulment of the agreement or a compensation for any damage suffered by the client, except in case of a deliberate or severe fault of the contractor.

6. Force majeure

Illness and temporary or lasting disability of the involved executing persons suspends the obligation of the contractor to live up to the agreed terms of delivery. The client is not entitled to a compensation of costs, damages sustained or interests.

In case of circumstances beyond one's control the contractor will notify the client without delay. The client reserves all rights to annul the assignment in writing limited to eight days after receiving the notification. The client is obliged to compensate the contractor for the part of the assignment already executed.

7. Fee

The fee includes all consulting and administrative costs. The fee does not include travel and hotel costs unless explicitly mentioned in the offer or agreement. Costs made in function of memos, reports, books and such, will be charged separately.

All prices and tariffs do not include VAT or other taxes imposed by the government.

Cost of third parties for the purpose of the assignment shall be charged to the client on submission of notes.

The contractor reserves all rights to change the fee annually. The client shall be notified of the changes two months in advance. The client reserves all rights to annul the agreement only within 7 days after notification. The annulment shall only go into effect on the date of commencement of the change of the fee.

8. Payment

The client shall be charged for the services provided by the contractor on the base of time spend and costs made, unless otherwise agreed. After delivery of the service, an invoice will be send unless other arrangements are agreed.

The client must make payment, without deduction, discount or setoff, within the agreed periods, however in any event within thirty days of the date of invoice. Should the client not have paid within the period of thirty days, the contractor shall be entitled, after having demanded payment from the client at least once, to charge an interest as from the due date until the date on which payment is made in full, without any further notice of default being required and without prejudice to the other rights of the contractor. This interest equals the statutory interest (BIBOR) plus 4%.

Should the client not make payment, either partially or entirely, within eight days after sending by recorded deliveries, the contractor shall be reimbursed by the client for a lump sum equal to

5% of the outstanding balance of the invoice with a minimum of 50 Euro, undiminished the delay interests.

The non-payment of one or more invoices on due date gives cause for a breach of contract, of which the client shall be notified by recorded deliveries. The mailing of this notification dissolves the agreement by which all contractual compensations are legally and without further warning claimable.

Complaints concerning invoices shall not be accepted, unless the contractor is notified in writing by recorded deliveries within eight calendar days after date of invoice.

If a payment is not made in time, the client shall be bound to pay, apart from the amount owed and the interest to be paid on it, a full remuneration of both judicial and non-judicial expenses, including the fees for advocates, messengers of the court, and collection bureaus.

9. Secrecy

The contractor shall be obliged to observe secrecy vis-à-vis third parties. The contractor shall take all precautionary measures to defend the interests of the client. Likewise, the client will not communicate the approach, methods and reporting of the contractor to third parties.

10. Alteration of the assignment

Should conditions occur, which were not foreseen at the start of the assignment, a solution shall be sought by mutual agreement and in complete harmony, for instance an alteration of the assignment.

Should one of the parties, either the contractor or the client, face circumstances beyond one's control, the other party must be notified forthwith. Both parties shall try to come up with a reasonable solution by mutual agreement.

Client and contractor both reserve all rights to cancel continuation of the assignment, in case the original agreed execution of the assignment is impeded or has become impossible to execute.

In case of continuation of the assignment, modified and new conditions shall be added to the original assignment and by that make a whole.

11. Disagreements and termination

In case of a disagreement in regards to the execution of the assignment both parties shall try to settle by agreement. For this, a term of one month is foreseen, beginning from the notification of the contractor.

Should the agreement be terminated premature, the client is subject to one month notice. Activities, already executed up to then or foreseen, shall be compensated normally. Neither client or contractor are able to lay any claims.

Should one of both parties, either client or contractor, be in a state of bankruptcy, apply for a moratorium, go into liquidation or disincorporate, the other party reserves all rights to terminate the assignment without having regards to the terms of notice.

12. Liability

The contractor does not guarantee the results of studies performed and advice given, which depends on numerous factors by outside influences, as the assignment is executed according to best judgement and ability.

The liability of the contractor for all direct loss or damage suffered by the client, in consequence of severe shortcomings in the execution of the assignment so far as these could have been avoided, shall be limited to a maximum of the amount of the due fee for the respective services, only with long term assignments, further limited to the fee due over the last six months.

So far as the contractor depends for its activities on the cooperation, services and deliveries of third parties, the contractor can not be held liable for any damage resulting out of these relationships regardless of the damage occurs during the relationship with the contractor.

The client shall indemnify the contractor against all claims of third parties, which are directly or indirectly connected to the execution of the agreement.

13. Intellectual property

The contractor reserves all rights relating to intellectual property, which he uses or has used within the scope of the execution of the assignment of the client.

The client shall be permitted to use the intellectual property related to the scope of the assignment within its own organisation.

Rights on intellectual property of the contractor shall be given provided that the agreed compensations are fully paid in time.

14. Retention of property

As long as the invoice is not paid, all goods delivered by the contractor (syllabi, ...) remain the property of Allanta vzw. Article 491 of the Belgian Criminal Code applies.

15. Acquisition consultant

If the client decides to take over the relevant consultant(s), the client will have to pay a compensation of at least six months' gross salary of the consultant(s) in accordance with the contract of employment offered to them unless otherwise agreed. Principal herein also has a notification as well as a transition period of at least one month after notification.

16. Guarantee

Allanta vzw can only guarantee developed products from other suppliers, if and insofar as the supplier concerned has issued a guarantee to Allanta vzw which covers any damage caused. Optionally Allanta vzw can provide two sessions aftercare in consultancy processes from at least 4 months (or 17 weeks) and will be given in consultation with the client. There are no costs for the client.

17. Alteration of terms and conditions

The contractor reserves all rights to change or make additions to these general terms and conditions.

The alterations apply also to agreements already made, taking into account a term of thirty days after notification of the alteration in writing.

Should the client wish not to accept an alteration in these general terms and conditions, then the client reserves all rights to terminate the agreement until the date on which the new general terms and conditions become valid. The termination of the agreements takes into effect on the date on which the new general terms and conditions apply.

18. Applicable law and jurisdiction

Belgian law shall apply to all agreements between the client and the contractor to which these general terms and conditions apply.

All disputes relating to agreements between the client and the contractor, to which these terms and conditions apply and which do not fall under the jurisdiction of the sub district court, shall be settled by the competent court in the district where the contractor has its registered office.

Hasselt, 1st of August 2014