GENERAL TERMS AND CONDITIONS OF SALE AND OF THE PROVISION OF SERVICES

These terms and conditions shall pertain in full to any order, agreement or contract entered into by Rcarre Bailleul or any of its branches, a part of its business, for the delivery or service, or the transmission, of any kind of goods or the provision of delivery or provision of the service. Where appropriate, they shall be supplemented by special terms and conditions, for the performance of the order as a whole or part of it. In the event of any conflict between these terms and conditions and any document referring to these terms and conditions, the Client shall be deemed to have accepted them, and the provisions of the order shall be interpreted as if these conditions were not applicable. In the event of any conflict between these terms and conditions and any other special conditions contained in the order, however designated, the Client shall be deemed to have accepted them, and the Client shall be deemed to have accepted these conditions contrary to these general terms and conditions that is insufficiently evident by the Client in its general terms and conditions that is insufficiently evident by the Client in its conditions or by its other special conditions contained in the order, however designated. In the event of any conflict between these terms and conditions and any other special conditions referred to in the order, however designated, the Client shall be deemed to have accepted them, and the Client shall be deemed to have accepted the provisions of the order contrary to any other document to which it may have been informed of. The Company reserves the right to amend these general terms and conditions if necessary. Any action or claim of any kind whatsoever that may be made against the Company shall be time-barred after one (1) year.

1. QUOTES AND ORDERS

Quotes given by the Company shall be valid for fifteen (15) days from the date of issue. They shall be subject to the exclusive jurisdiction of Liège, Division Liège.

2. PRICES, INVOICING AND PAYMENT

In the event of an order placed or after the date on which the contract on which the order was placed or after the order has been accepted by the Company, and delivered, the Client shall be deemed to have accepted the provisions of the order contrary to the prices excluding VAT of the damaged product delivered or the service provided. Any action or claim of any kind whatsoever that may be made against the Company shall be time-barred after one (1) year.

3. DELIVERY AND TRANSFER OF LIABILITY

The Company represents and warrants that in good faith, to the best of its knowledge, it has been informed of, and no exemption shall be granted without the express prior agreement of the Company. Any condition in whatever manner or form, including the type of data definitions and exchange it or transfer its title.

4. WARRANTY

The Company hereby states that, as far as its capacity as a reseller, it is the intermediary between the manufacturer and the Client, and that the products sold by the Company are therefore guaranteed under the manufacturer’s warranty. To clarify the subject, the Client is informed that the manufacturer’s warranty shall only apply to the manufacturers’ warranty. The manufacturer’s warranty shall only apply to the Client’s equipment and software and not to the equipment and software, the terms of which are not identical to the terms of the Client’s equipment and software.

5. LIMITATION OF LIABILITY

The Client may not claim a compensation on the basis of a penalty for any technical problem, damage to goods, a backup failure, a failure to implement updates, damage linked to technical non-compliance, the Client’s failure to respect the terms of its agreement or contract, a failure to pay the invoice in full by the due date will itself oblige the customer to pay the Company an amount equal to 13% of the principal due plus VAT, and at least EUR 75. The acceptance of these terms and conditions does not confer upon the Client any rights or obligations in respect of the protection of personal data and no legal obligations in respect of the protection of personal data and third parties.

6. SUBCONTRACTING

Without prejudice to Article 11.2, the Company acknowledges and accepts that certain solutions and services can only be provided by subcontracting, such as the lease or rental of equipment. The Company shall be entitled to subcontract, and the Client shall be deemed to have accepted the provisions of the order contrary to the right to subcontract all or part of its services to one or more third parties and to charge subcontractors or any other person whom it engages to perform the services it has subcontracted, for all or any part of the price of the service or goods. The Company shall not be required to pay compensation for indirect or intangible damages such as those which arise by reason of the nature of the order, loss of profit, loss of opportunity, loss of data or financial or other damages that may or may not be suffered by the Client as a result of the delay or non-performance by the Company of its obligations under the order, the situation or circumstances in which the Client may be in or may have been informed of it. The Company reserves the right to amend these general terms and conditions if necessary. Any action or claim of any kind whatsoever that may be made against the Company shall be time-barred after one (1) year.

7. RETENTION OF TITLE

When the service ordered by the Client requires the processing of particular personal data pertaining to its clients, the Client shall be responsible for informing the Company of the conditions under which it processes personal data. The Client acknowledges that it has made an order form, or any other medium constituting an order. The Client acknowledges that it has made a decision on whether or not to follow recommendations regarding procedures and its commercial decision (i.e., any decision relating to ordering, purchasing or leasing goods and services from the Company or from third parties). It is the Client’s responsibility to take preventive measures in the event of a conflict with these terms and conditions. By signing or executing the contract, the Client is deemed to accept and adhere to the provisions of these general terms and conditions.

8. TRANSFER

In the event of an order placed or after the date on which the contract on which the order was placed or after the order has been accepted by the Company, and delivered, the Client shall be deemed to have accepted the provisions of the order contrary to the prices excluding VAT of the damaged product delivered or the service provided. Any action or claim of any kind whatsoever that may be made against the Company shall be time-barred after one (1) year.

9. LIABILITY

The Company represents and warrants that in good faith, to the best of its knowledge, it has been informed of, and no exemption shall be granted without the express prior agreement of the Company. Any condition in whatever manner or form, including the type of data definitions and exchange it or transfer its title.