



## General Terms and Conditions

The following terms constitute the General Terms and Conditions according to which ALTERFACE provides Products and Services to the Customer.

### ARTICLE 1: DEFINITIONS

The capitalized terms shall have the meaning indicated below and shall apply both in the singular and plural:

- 1.1. The "Company" means the public limited company (*société anonyme*) ALTERFACE whose registered office is located at Chemin des Etoiles 8 at 1348 Louvain-la-Neuve, Belgium.
- 1.2. The "Customer" designates any natural or legal person ordering a Product or Services from the Company.
- 1.3. The "Collaborators" designate employees, agents, sub-contractors, associates or others of the Company.
- 1.4. The "General Terms and Conditions" designate these general terms and conditions and any modifications made to them.
- 1.5. The "Contract" designates these General Terms and Conditions, any agreements to which they are appended and/or any documents to which they refer to (offer, purchase order, invoice, email, etc).
- 1.6. The "Product" designates the product described in the Contract and provided by the Company to the Customer.
- 1.7. The "Services" mean the services described in the Contract and provided by the Company to the Customer (development, integration, installation, supervision, commissioning, training and/or maintenance).
- 1.8. The "Material" designates the equipment comprised in the Products or the Creations and which are provided by the Company to the Customer (projectors, screens, cameras, electrical equipment, IT equipment, etc).
- 1.9. The "Software" designates the software comprised in the Products or the Creations and which are provided by the Company to the Customer.
- 1.10. The "Documentation" means the manuals, drawings and other technical documents relating to the Products and Creations.
- 1.11. A "Project" designates the specific objective set by the Customer and for the realization of which a Product and/or Services are provided by the Company.
- 1.12. The "Contribution" designates all the elements and data provided by the Customer to the Company with a view to the realization of the Project, namely any text, file, database or software.
- 1.13. The "Creations" designate all the creations of the Company or its Collaborators realized within the scope of the provision of Services, whatever their format or form. These creations include all the documents, diagrams, software, manuals, tables, drawings, code and schemas.
- 1.14. The "Force Majeure" designates the circumstances independent of the will of the parties and which result in the impossibility of executing one or more of the obligations provided for in the Contract. The following are examples of cases of force majeure: acts of state or governmental measures in general, acts of war and terrorism, strikes, labor shortages, shortages of raw materials, shortages of equipment or means of transport, delayed delivery to the supplier, bankruptcy or insolvency of the supplier, breakage of machines, fires, floods, storms, explosions, and other natural catastrophes.
- 1.15. "Intellectual Property" designates the rights to brands, trademarks, drawings, patents, copyrights, sui generis rights on databases, Software rights, rights on know-how, and other intellectual property rights, whether registered or not, as well as any application for any of the above mentioned rights, and any other rights aiming to provide similar protection or similar effect on one of the above rights, wherever in the world this may be.

### ARTICLE 2: EFFECTIVE DATE AND DURATION OF THE CONTRACT

2.1. Unless stipulated otherwise, the effective date of the Contract is fixed at the moment the advance payment is paid pursuant to article 11.1 of the General Terms and Conditions.

2.2. Unless prematurely terminated pursuant to article 8 of the General Terms and Conditions, the Contract shall be completed on the date on which the Company shall have provided the Product and/or Creations in accordance with the specifications provided for in the Contract. This date of completion shall be recorded in a certificate of installation of the Product and/or Creations signed by both parties. In the absence of an installation certificate duly signed by the Customer, this date of completion shall be considered as fixed to the end of a period of thirty (30) days following a written notification from the Company sent to the Customer, unless the latter has issued legitimate reservations justifying its refusal to sign the installation certificate.

### **ARTICLE 3: SUPPLY OF PRODUCTS/SERVICES**

3.1. For a given Project, the Company shall provide an offer of Product(s) and/or Services to the Customer, specifying, other than a description of the Product(s) and/or Services offered, the price, the payment schedule, the delivery times and the modes of transportation.

3.2. The Project may be realized on the Customer's site, that of the Company or that of the Company's sub-contractors.

3.3. The parties shall ensure that they fulfill their respective obligations with all the reasonably possible diligence so as to observe the schedule agreed by them as best as possible.

3.4. In the event that the Customer wishes to modify the specifications of the Project, it shall submit a request to the Company. The Company, if it accepts the modifications proposed, shall in this case prepare a written description of them (entitled "Modification Agreement") including the consequences entailed on the process, the times and other conditions. The Modification Agreement shall only become affective once approved by both parties; it shall then modify the specifications previously agreed.

### **ARTICLE 4: TRANSFER OF RISKS AND TRANSFER OF OWNERSHIP**

4.1. The Company shall make deliveries from its site at Louvain-la-Neuve, Belgium. The delivery shall effectively take place on the day when the Material leaves the Company's site. Except in the case mentioned in article 4.2, the risk of loss or destruction of the Material is transferred to the Customer at the time of its delivery.

4.2. If the parties agree in writing that the Company shall carry out the delivery, they may plan for the Material to be transported at the cost and risk of the Company until receipt or acceptance of the Material by the Customer. Unless other information is communicated to the Company by the Customer concerning the manner and means of dispatch, it shall be carried without any guarantee as to the choice of most economic rate or shortest route. The dispatch and shipping costs (including any insurance subscribed by the Company to cover the risks of loss or impairment of the Material during transport) shall, unless stipulated otherwise, be carried by the Customer.

4.3. Notwithstanding articles 4.1 and 4.2, Products and Creations remain the exclusive property of the Company as long as these are not fully paid, including penalty interest and any other costs. This means that the Customer may not sell the Products and Creations, nor pledge them or dispose of them in any manner. Other than what is provided for in article 8.1 of the General Terms and Conditions, the Company shall have the right to immediately take the Products or Creations back, and the costs of collection, disassembly, transport and others shall be carried by the Customer.

### **ARTICLE 5: PERSONNEL – STATUS OF PERSONNEL**

5.1. The Company reserves the right to subcontract a part of its obligations to any third party it may approve and which has the qualities and competence necessary for the execution of the obligations of the Company.

5.2. If the Collaborators have to work on the site of the Customer, they shall be bound to observing any provisions concerning persons present on the site, insofar as these provisions have been communicated by the Customer to the Company in writing beforehand.

5.3. The Company declares that it has concluded or undertaken to conclude individual and appropriate agreements with its Collaborators, which allow it to observe its contractual obligations.

5.4. If authorizations or special permits are required to allow the Collaborators of the Company to realize the Project on the site of the Customer, the latter shall undertake to obtain these authorizations or permits so as to allow the Company to provide the Products and/or Services within the time agreed.

## **ARTICLE 6 – INTELLECTUAL PROPERTY**

### **Product**

6.1. The Company is and remains the holder of Intellectual Property rights on the Product and relative Documentation. The Company declares that to the best of its knowledge, the Product and the use of it do not violate the Intellectual Property and the contractual rights of third parties.

6.2. The Company grants the Customer, who accepts, a non-transferable and non-exclusive license to use and exploit the Product and relative Documentation. Unless stipulated otherwise by the Contract, this license is granted for the duration of the protection of the Intellectual Property rights.

The Customer may not reproduce, translate, modify, adapt, change, decompile, reverse engineer and disassemble the Product, its components (Material, Software etc.) and the Documentation, in any manner or form, unless under the conditions contractually and/or legally provided for.

6.3. The Company shall be able to fit the Product with access keys (codes etc.) periodically provided to the Customer to allow it to continue to exploit the Product within the scope of the above license. The Company shall, however, be entitled to refuse to provide these keys from that time that the Customer fails to comply with its contractual obligations and/or finds itself in one of the cases mentioned in article 8 of the General Terms and Conditions.

6.4. The user license mentioned in this article is granted under the condition of full payment of the Price of the Product by the Customer.

### **Creations**

6.5. The Company is and remains the holder of Intellectual Property rights on the Creations and relative Documentation. The Company declares that to the best of its knowledge, the Creations and the use of them do not violate the Intellectual Property and the contractual rights of third parties.

6.6. The Company grants the Customer, who accepts, a non-transferable and non-exclusive license to use and exploit the Creations and relative Documentation. Unless stipulated otherwise by the Contract, this license is granted for the duration of the protection of the Intellectual Property rights.

The Customer may not reproduce, translate, modify, adapt, change, decompile, reverse engineer and disassemble the Creations and the Documentation, in any manner or form, unless under the conditions contractually and/or legally provided for.

6.7. Articles 6.3 and 6.4 above apply to the Creations.

### **Contribution**

6.8. The Contribution is presumed as being the exclusive property of the Customer.

6.9. Insofar as the Contribution is not, in whole or in part, the exclusive property of the Customer, it shall have to guarantee that it has received, and if applicable do its utmost to obtain, all the necessary authorizations for the use of this Contribution for the execution of the Contract.

6.10. The Customer also guarantees that the holder of the Intellectual Property rights on one or more elements of the Contribution waives its right to object to the modification of the Contribution or its association with other texts, key references, elements, etc., without prejudice to the copyright holder to object to any modification that may harm its honor or reputation, and this for the entire duration of this Contract.

## **ARTICLE 7: GUARANTEES AND LIABILITY**

### **The company**

7.1. The Company guarantees the compliance of the Product or the Creation with the specifications of the Contract and the national and international statutory and regulatory standards in force.

7.2. Except for the guarantee under article 7.1 above or an express derogation to the General Terms and Conditions, the Company shall offer no guarantee and shall assume no liability for the Products and Services provided by it (including an obsolescence or inadequacy of these Products and/or Services in relation to the changes in the requirements/requests of the Customer).

7.3. The Company undertakes to do its utmost to bring the Contract to a successful conclusion. It is intended however, that its obligation is an obligation of means and that neither it nor its Collaborators shall be held liable for any loss or any damage directly or indirectly related to the execution of the Contract.

7.4. Whatever the nature, the basis and the mode of the action taken against the Company or its Collaborators, the total indemnity due to the Customer in compensation for its prejudice shall not exceed the amount of the Price of the Product and/or Services object of the claim, except in cases of gross negligence or fraud by the Company or its Collaborators.

### **The Customer**

7.5. The Customer is and shall remain solely liable for the use of the Products and/or Creations provided by the Company.

7.6. The Customer guarantees that its Contribution does not violate Intellectual Property rights of third parties, rights to privacy, rights of personal portrayal, or any other rights of third parties, that the Contribution is not contrary to accepted principles of morality, to public order or any applicable codes of conduct, that the data provided by it are free from viruses, and generally that the Contribution is not contrary to applicable laws and regulations, such as the law on commercial practices.

7.7. The Customer shall hold the Company harmless from any damage or inconvenience directly or indirectly caused by:

- a. on of the elements of the Contribution, such as a virus, a bug or a defect in a drawing or a file.
- b. any claim from a third party concerning the use of the Products and/or Creations by the Customer.

7.8. The Customer shall make good and diligent use of the Product or the Creation, and shall use it in compliance with the standards of exploitation fixed the Company. The Customer shall refrain from any exploitation and promotion of the Product or Creation which may cause harm to the honor or reputation of the Company. The Customer undertakes to keep the latter informed on the exploitation it makes. The Customer also undertakes, if the Company requests so, to allow any person appointed by the latter to access the Product or Creation to verify the good and diligent exploitation of the Product or the Creation and its compliance with the modes of exploitation fixed by the Company.

## **ARTICLE 8: NON-PERFORMANCE AND TERMINATION**

8.1 The Company shall be able to suspend all or part of its contractual obligations with immediate effect and without notice in the even of non-compliance by the Customer with its contractual obligations, namely non-payment of a payable amount for any reason, without prejudice to its right to terminate provided for below.

The suspension by the Company of its contractual obligations may be accompanied by the remote stoppage (if technically possible) of the operation of the Product or the Creation installed for the Customer

and/or non-delivery by the Company of the access keys mentioned in article 6.3 of the General Terms and Conditions.

8.2. The Company shall have the right to immediately terminate the Contract without notice or compensation and without prior notification, and without prejudice to its right to any damages and interest, in the case of:

- a. recovery procedure, bankruptcy, dissolution or cessation of activities of the Customer for any reason.
- b. the Customer's failure to comply with its contractual, legal and regulatory obligations, and, if this failure can be remedied, if the Customer does not remedy this failure within twenty (20) business days of its denunciation by written notification of the Company.
- c. Force Majeure as described in article 12 below, if this situation of force majeure continues for more than two (2) months.
- d. in the event of delayed payment of sums due by the Customer, more than 15 (fifteen) business days following written notification to the latter (without prejudice to article 4.3 of the General Terms and Conditions).

8.3. The Company shall also have the right, if it does not terminate the Contract based on article 8.2 above:

- a. to claim the payment for provisions made for the Customer and any costs of termination of the sub-contracts.
- b. de request that the Material, Software, notes, consultations, drawings, schemas, codes, simulation results and other work carried out for the Customer in execution of the Contract are returned upon first request.

#### **ARTICLE 9: CONFIDENTIAL INFORMATION**

9.1. Each party undertakes to treat all information designated as confidential by the other party and to which it has or must have access within the scope of the execution of the Contract as confidential and not to divulge such information. Any exchange of confidential information shall be made in writing. For confidential information communicated by one party to the other party verbally or visually during meetings, the party receiving it shall have to be informed of the confidential nature of this information at the time it is divulged. This confidential nature shall have to be confirmed in writing within thirty (30) days after they are verbally or visually divulged. Each party shall remain the owner of the information it communicates to the other party.

9.2. The following shall not be considered as confidential:

- a. the existence of the Contract;
- b. the information specific to the parties that are made public by the parties themselves;
- c. the information legally obtained from a third party who is not subject to any obligation of confidentiality or non-disclosure agreement;
- d. the information known by one of the parties prior to its transmission within the scope of the Contract, subject to it providing evidence of this;
- e. the information that becomes known to the public when communicated or subsequently, without the intervention or fault of the party receiving it.

9.3. Each party undertakes to take all the necessary measures to preserve the confidential nature of the confidential information pursuant to the Contract, and namely to:

- a. only divulge, in whole or in part, verbally or in writing, the confidential information to employees, sub-contractors or representatives of the parties needing to know it within the scope of the collaboration provided for by the Contract. These persons shall be informed of the content and obligations arising from the Contract and each party shall be held liable for the failures committed within this scope by one of its employees or representatives. Upon simple request, each party may be requested by the other party to provide it with the names of the person with access to the confidential information;

- b. not divulge the confidential information to any third party unless express prior written consent is obtained from the other party, except for the cases provided for by the Contract.
- c. only use the confidential information for the purpose and in the cases mentioned in the Contract;
- d. return to the other party, upon simple request by it, as soon as possible, any document and any copies, notes, recordings, memorandum or other document originating from it and containing confidential information;
- e. in the event of an order given by a judicial or administrative authority to divulge all or part of the confidential information of the other party, to inform the other party within twenty four (24) hours from the time it becomes aware of the said order. The party concerned undertakes to only provide the information that it is legally bound to divulge and shall ensure that this information is, as far as possible, treated as confidential.

9.4. The obligation of confidentiality described in the Contract is valid for the entire duration of the Contract and shall continue for five (5) years following the end of the Contract, whatever the cause.

#### **ARTICLE 10: NON-SOLICITATION OF PERSONNEL**

The Customer undertakes not to employ, directly or indirectly, any person allocated by the Company allocated to the execution of the Contract, both during its life and for a duration of one (1) year from the end of the Contract, whatever its cause. In the event of non-compliance with this clause, the Company may claim compensation equivalent to two (2) years of salary costs of this person.

#### **ARTICLE 11: PRICE, PAYMENT AND TAXES**

11.1. The Contract shall specify the Price applicable to the Products and/or Services provided by the Company to the Customer. In any case, an advance payment shall be payable by the Customer upon signature of the Contract.

11.2. All duties and any taxes shall be invoiced in addition at the rate in force on the date of invoice. Also, packaging, shipping and delivery charges shall be invoiced separately. Invoices are payable net and without discount, in accordance with the payment schedule fixed by the parties.

11.3. Other than the advance payment mentioned in 11.1, the Company reserves the right to request a guarantee as a condition for the provision of the Products and/or Services to the Customer. This guarantee may be used to pay any sum due by the Customer in execution of the Contract.

11.4. Any unpaid sum shall be subject to interest as of right without any prior formalities. The interest rate shall be twelve percent (12%) per annum from the payment date indicated on the invoice until full payment. The Company shall be entitled to suspend the execution of the Project until the settlement of this invoice, without prejudice to the damages and interest which it may claim and its right to premature termination of the Contract mentioned in article 8.2 of these General Terms and Conditions.

11.5. Also, any unpaid sum shall give rise on the payment date indicated on the invoice, as of right and without notification, to the payment of compensation to the Company equivalent to ten percent (10%) of the sums due, without prejudice to other compensation provided for herein.

11.6. In the event that the Contract is terminated by the Customer or through the fault of the Customer, it shall have to pay minimum financial compensation equivalent to fifty five percent (55%) of the yet unpaid Price by the Customer. The parties agree that this clause does not constitute a penalty clause and does not aim to compensation the Company for damage incurred.

#### **ARTICLE 12: FORCE MAJEURE**

12.1. The Company shall not be held liable towards the Customer for non-performance or delays in the performance of an obligation of the Contract which shall be due to the occurrence of an event of Force Majeure, on condition that the Company takes all the necessary measures to limit the effects of the case of Force Majeure.

12.2. Any impossibility by the suppliers or sub-contractors of the Company to observe their obligations towards it are incorporated in cases of force majeure, it being intended that the Company shall do its utmost to remedy this.

12.3. The Contract shall be suspended for the entire duration of the case of Force Majeure. However, if the case of Force Majeure persists more than two (2) months, the parties shall meet to determine the conditions for the continuation of the Contract. In the event that these negotiations fail, the parties may terminate the Contract in accordance with article 9.1 of the General Terms and Conditions.

12.4. Each party undertakes to inform the other party of the occurrence of a case of Force Majeure as soon as it becomes aware of it.

### **ARTICLE 13: MODIFICATION OF THE GENERAL TERMS AND CONDITIONS**

The Company reserves the right to modify or adapt the General Terms and Conditions. Any modification to the General Terms and Conditions shall, however, only apply to contracts underway with the acceptance of the Customers, who may not object without reasonable grounds.

### **ARTICLE 14: INSURANCE**

14.1. The Company declares that it has subscribed to third party liability insurance covering its personnel exercising its activities, including when they are exercised on the site of the Customer.

14.2. The Customer shall subscribe to all the necessary insurance for the proper execution of the Project, as well as any insurance covering any damages that may arise from the use and exploitation of the Products and/or Creations.

### **ARTICLE 15: MISCELLANEOUS**

15.1. Unless stipulated otherwise, any notifications made between the parties may be validly made by simple mail, fax and email with acknowledgement of receipt. Any change of address must be notified in writing to the other party.

15.2. Should any clause of the Contract be null and void, this shall not render the entire Contract null and void. In the event of cancellation of a clause of the Contract, the parties shall negotiate as soon as possible a new clause the content and financial effects of which shall resemble the cancelled clause as closely as possible.

15.3. In the event of the occurrence, subsequent to the conclusion of the Contract or its amendment, of any event unforeseeable upon their conclusion, which may disrupt the economic viability of the Contract, the Company, if it considers itself injured, may request the revision of the Contract or one of its amendments so as to restore the original economic viability.

15.4. This Contract constitutes the full agreement between the parties. The provisions of the Contract cancel and rescind any provisions of preceding agreements and arrangements made between the parties and concerning the object of the Contract.

15.5. The Contract is concluded between two independent legal persons, neither of which has the power or capacity to represent or bind the other vis-à-vis third parties.

15.6. The titles of articles have the sole purpose of allowing the identification of the said articles and do not form part of the clauses of the Contract, do not alter the content of the articles they define and in no event must affect their interpretation.

15.7. The failure by one of the parties to assert a provision of the Contract or to request the execution of one of the provisions of the Contract by the other party shall in no event be interpreted as a current or future waiver of the benefit of these provisions.

15.8. In the event of discordance between the French and English versions of the General Terms and Conditions, the terms of the French version shall prevail.

15.9. Unless stipulated otherwise in the Contract, articles 1, 6, 7, 8, 9, 10, 11, 12, 15 and 16 of the General Terms and Conditions shall continue to apply after the end of the Contract, whatever its cause.

### **ARTICLE 16: SETTLEMENT OF DISPUTES**

Only Brussels courts shall competent in the event of disputes. The language of the proceedings shall be French. Applicable law shall be Belgian law.

---