

## *Terms and conditions*

1. Any amendments or modifications to the proposal require a separate written agreement to be signed by all parties; neither party will impose its general terms and conditions by executing the proposal or having done so.
2. VITO shall perform the project to its best knowledge and ability, with the degree of skill and care which would reasonably and ordinarily be expected of a professional service provider in similar circumstances; in accordance with the rules and legislation, regulations, instructions and technical standards applicable on the date on which the proposal is issued.
3. The time schedule specified by VITO shall be considered as indicative. VITO shall keep the client promptly informed about any and all circumstances and events that might affect the timely performance of the services according to this time schedule. If the time schedule is not met, VITO and the client shall decide on any action to be taken. The client shall not be entitled to terminate the project for any delay, nor to any liquidated damages.
4. When the project has been completed, VITO shall submit a final invoice to the client. The client shall submit any reservations it has on the performance of the project in writing to VITO within a period of fifteen (15) days after receipt of the final invoice. In absence of any reservations within this period, the final invoice shall be deemed to have been accepted. Acceptance of the final invoice shall also imply acknowledgement by the client of the proper performance of the project.
5. If payment of any amount due by the client to VITO is not effected as agreed upon, the client shall be legally in default without any notice and VITO shall be entitled to charge, without any prior notice required, interest on any overdue amount equal to the reference rate plus seven per cent (7%) in accordance with the provisions of the law of 2 August 2002.
6. **Confidential information.**
  - 6.1 Information, data and/or materials exchanged in the framework of the project shall be considered as confidential if disclosed in writing and marked "confidential" or, if disclosed otherwise, identified as "confidential" at the time it is disclosed and confirmed as such in writing within thirty (30) days thereafter. Notwithstanding the foregoing, any information will be considered as confidential information if a reasonable person under a similar situation would reasonably believe that the particular information and/or data at issue is confidential and proprietary information.
  - 6.2 The party that receives the confidential information shall undertake to maintain its confidentiality, only disclose the said information to third parties with the prior written consent of the disclosing party and use the information only for the purpose of the project.
7. **Intellectual property.**
  - 7.1 Each party shall remain owner of the information and intellectual property rights generated by this party before or outside of the project and which is contributed by this party to the project ("background information").

- 7.2 All intellectual property rights regarding the results generated under the project shall belong to the party which has generated these results.
- 7.3 Each party shall grant a royalty-free, non-transferable and non-exclusive licence to its information and intellectual property rights needed for the implementation of the tasks in the project. Granting a licence of this nature shall not include the right to grant sublicenses.
- 7.4 Subject to full and timely payment of the contract price, VITO grants the client a royalty-free, non-transferable and non-exclusive licence to its information and intellectual property rights used within the project, insofar as this information and intellectual property rights are needed to use the results for the purpose set out in this proposal. A licence of this nature shall not include the right to grant sublicenses.
- 7.5 Any licence granted to the background information of VITO shall not include the right to use this background information for any other purposes than those set out in the proposal, nor shall this imply the right to use this background information for developing, creating, manufacturing and marketing products or processes, or creating and providing services. In the event the client requires background information of VITO for developing, creating, manufacturing and marketing products or processes, or creating and providing services, the parties will negotiate the terms and conditions for such use in a separate agreement.

## **8. Publications.**

- 8.1 Neither party shall be entitled to publish any result of the project without the prior written approval of the other party.
- 8.2 Unless with prior written permission, neither party shall be permitted to use the name of the other party, its employees, agents and/or its brands or logo in external communication, regardless of whether it wishes to do so for commercial or other purposes.

## **9. Liability.**

- 9.1 VITO makes no representation or extends any warranty of any kind, either expressed or implied, regarding the originality or fitness for any purpose of the results.
- 9.2 The client assumes full liability for the use, misuse or fitness for any purpose of the results and shall indemnify and hold VITO harmless against claims submitted by third parties to this end.
- 9.3 Except for wilful misconduct and gross negligence, VITO can only be held liable for direct damages which the client suffers as a result of an incorrect performance of the project by VITO, the maximum amount being the contract price (excluding any taxes and duties) which is due by the client for the performance of the project.
- 9.4 Under no circumstances whatsoever shall VITO be liable for indirect or consequential damages or losses such as, but not limited to, the loss of income, claims from third parties, the loss of clients, the loss of data, the impossibility of

implementing a business operation that has been planned, nor for any other damage, loss or defects that are attributable to the use of the results by the client.

## **10. Termination.**

- 10.1 In the event of circumstances beyond its control, VITO shall be entitled to suspend its obligations as long as these circumstances exist.
- 10.2 If the client fails to fulfil any of its contractual obligations, VITO will notify the client accordingly in writing. If the client does not remedy his breach within thirty (30) days after receipt of the aforementioned notification, VITO can terminate the project with immediate effect, whereby VITO will no longer be bound to fulfil any obligation arising from the contract.
- 10.3 VITO can terminate the project with immediate effect through written notification to the client in the event of suspension of the activities of the client, in the event of liquidation or insolvency of the client, in the event of an application for a composition or of the filing of a bankruptcy petition by or for the client, in the event of a similar measure, or in the event of the whole transfer of title to the client's enterprise for the benefit of creditors.
- 10.4 In the event of the application of Articles 10.2 or 10.3 or if the client cancels or terminates the project for convenience, the client shall be required to pay the unpaid balance of the contract price, corresponding to the percentage of the services completed by VITO prior to the date of termination, reimburse all prepaid or committed costs and expenses made by VITO, as well as a fixed compensation equal to twenty per cent (20%) of the contract price for the part of the services which were cancelled due to the early termination of the project.

## **11. Governing law and dispute settlement**

- 11.1 The contract shall be governed and construed in accordance with the laws of Belgium, no effect shall be given to any conflict-of-law provisions.
- 11.2 All disputes between the parties in connection to the project shall first be discussed in good faith between the parties in order to try to find an amicable solution within thirty (30) days after giving notice to the defaulting party. If no amicable solution can be found, the dispute shall be finally settled by the competent courts of the judicial district of Antwerp (Belgium).

## **12. Miscellaneous**

- 12.1 The parties shall not assign or transfer the contract to third parties without the prior written consent of the other party, which shall not be unreasonably withheld. In the absence of such consent, the other party shall be entitled to cancel the contract and the project unilaterally by registered letter, without the party who has assigned the contract without consent being entitled to any compensation.
- 12.2 The client shall refrain from using the results in any manner that would result in the violation of applicable export laws.
- 12.3 The information and data exchanged within the project can only be used for the purpose of the project. Parties acknowledge that the proposal and the information exchanged within the project might contain "personal data" as defined in the

Belgian Act of 30 July 2018 on the protection of privacy in relation to the processing of personal data and the General Data Protection Regulation (EU 2016/679) of 27 April 2016. Neither party will process this personal data without the prior and written consent of the data subject, executing processor agreement thereto and the implementation of a privacy policy, ensuring that the requirements for processing and use of personal data are met according to this legislation.

- 12.4 The signature of a party via a scanned or digitised image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (e.g. via DocuSign), shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility. Each party receives a fully executed copy of the proposal. Delivery of the fully executed copy via email or via an electronic signature system shall have the same force and effect as delivery of an original hard copy.
- 12.5 Further information regarding VITO's research, values and policies can be found on our website <https://vito.be>