

General Terms and Conditions

1. Except where it is expressly agreed to the contrary, these General Terms and Conditions apply to all services which Van Reybrouck BV (“Van Reybrouck”) provides to the Principal. These provisions apply in full to all partners, directors, employees and self-employed staff who provide services to the Principal on behalf of and for the account of Van Reybrouck. All services and tasks are exclusively accepted and performed by Van Reybrouck, even if it was the express or tacit intention of the Principal to entrust it to one of the partners, directors, employees or self-employed staff of Van Reybrouck.
2. The Principal is responsible for the accuracy, reliability and completeness of the information provided by him or on his behalf, and for it being handed over in a timely manner. The Principal is obliged to inform Van Reybrouck about all of the facts and the circumstances which may be important for the performance of the tasks. The tasks to be performed by Van Reybrouck do not include an audit, or auditor’s mandate.
3. Van Reybrouck shall act with the dedication and care which may be expected of a professional service provider. This is a best efforts obligations. Van Reybrouck does not guarantee any result and provides no guarantee of, for example, the reliability, completeness or accuracy of the accounts, annual statement of accounts, tax declarations and estimates, the degree of fiscal optimisation, the existence and the scale of risks, and the interpretation of facts, documents and legal sources. The Principal is and shall remain solely responsible for the choices and decisions made. Van Reybrouck cannot be held liable for subsequent changes in legislation and regulations, jurisprudence, administrative circulars or commentaries.
4. Van Reybrouck may enlist the services of third parties or experts for performance of the tasks entrusted to it, and in order to accept any limitations of liability on behalf of the Principal. Van Reybrouck is not liable for the services or acts of these third parties and/or experts, and this irrespective of whether the costs and fees of the third party or expert are invoiced to directly to the Principal or via Van Reybrouck.
5. Fees are charged on the basis of the time worked at an hourly rate, (not including VAT), that varies according to the importance of the dossier and the skill required, uplifted by a fixed percentage for the usual administration costs. Other costs are invoiced separately. Van Reybrouck may unilaterally change the fees and costs at any time. The Principal is presumed to agree to the fees and costs as invoiced.
6. Invoices must be paid within 15 calendar days of the invoice date. If an invoice is disputed, the letter disputing the invoice must state reasons for this, must be sent by registered mail, and must reach Van Reybrouck within 15 calendar days of the invoice date. If no timely or valid protest is made, the Principal unconditionally accepts the invoice. In the event of late payment, interest is due, lawfully and without notification of default, in accordance with the Payment Arrears Act of 2 August 2002, as well as a contractual sum of compensation fixed at 10% of the unpaid amounts, with a minimum of 250 Euros. The compensation includes (but is not limited to) the costs of collection. If the actual damage suffered is higher, Van Reybrouck may always claim the actual damage suffered.
7. If the Principal manifestly fails to respect his undertakings, including, without being an exhaustive account, failure to pay invoices, manifest insolvency or bankruptcy, Van Reybrouck is entitled to cease or suspend the services immediately, without this having any consequences in the area of Van Reybrouck’s liability for the damage arising out of it, for the obligation to repay (advances of) fees or loss of the right to remuneration of services performed. Van Reybrouck is in always entitled to payment of the fees and costs relating to services already performed.
8. The services provided by Van Reybrouck are supplied exclusively for the Principal. Third parties cannot derive any rights from the services provided or supplied by Van Reybrouck. In each case, the Principal shall indemnify Van Reybrouck against all damage (including consequential damage, damage resulting

from loss of an opportunity or the costs of defence) in respect of third parties, which the Principal or Van Reybrouck may claim.

9. Van Reybrouck is only liable for serious or deliberate fault in the execution of its task. Van Reybrouck is exclusively liable for physical or financial damage actually suffered, which is a direct result of and exclusively a consequence of a serious or deliberate fault committed by Van Reybrouck in the performance of its tasks. Any liability, either contractual, or extra-contractual is always limited to the amount paid out in the relevant case, under Van Reybrouck's professional liability insurance policy(ies). An overview of the insurance policy(ies) concluded can be obtained immediately at the request of the Principal. If, for any reason at all, the insurance company decides not to make a payment, any liability is limited to a maximum of the average annual amount of fees paid over the last three calendar years by the Principal to Van Reybrouck. The Principal undertakes not to approach directly persons linked to Van Reybrouck, and this irrespective of their capacity (partners, directors, employees or self-employed staff), concerning any faults committed during the performance of their work for Van Reybrouck.
10. Van Reybrouck processes several personal data as defined in article 4.1 of the General Data Protection Regulation. This processing mainly relates to the personal data of the Principal, but also to data of third parties (e.g. business relations of the Principal) (the "data subject"). We refer to the Privacy Clause on www.vanreybrouck.be for more information regarding the personal data we process and the purposes of the processing, as well as regarding the rights of the data subject and the complaints procedures.
11. The nullity or scrapping of one or more provisions of these General Terms and Conditions does not affect the validity of the other provisions. A deviation from one or more provisions agreed in writing shall not affect the application of the other provisions. Van Reybrouck reserves the right to amend the General Terms and Conditions unilaterally and at any time. Such amendment shall apply to new and existing agreements.
12. The legal relationships between the Principal and Van Reybrouck are exclusively subject to Belgian law. The Ghent Company Court, Bruges Division, is exclusively competent to judge disputes between the Principal and Van Reybrouck.