

GENERAL TERMS AND CONDITIONS

Treecatch BV
Attenhovenstraat 56
3806 VELM
Enterprise number 1011.605.179

Article 1 – Applicability

These terms and conditions are the only terms and conditions that apply to all offers made by, agreements concluded with and services provided by Treecatch bv, including those in which third parties are involved. They replace all previously made engagements or agreements. By accepting an offer or by concluding an agreement with Treecatch bv, the customer is deemed to understand these terms and conditions and accept them in full.

Deviations from these terms and conditions are only valid if explicitly agreed upon in writing by the parties and apply only to the agreements in question. The customer waives the right to suspend the fulfilment of any obligation arising from these terms and conditions. Rights of one party to these terms and conditions cannot be transferred without the prior written consent of the other party.

Article 2 – Offers

Subject to provisions to the contrary, offers from Treecatch bv are valid for 1 month. They are always done in writing and are purely informative and not binding. Only the explicit acceptance by Treecatch bv of the agreement with an offer from Treecatch bv submitted by the customer to Treecatch bv leads to an agreement. Delivery times in offers and agreements are indicative and do not give the customer the right to dissolution or compensation if they are exceeded, unless explicitly agreed otherwise in writing.

Article 3 – Duration and performance of the agreement

The agreement between the customer and Treecatch bv is entered into for the duration of the agreed services, unless the nature of the agreement dictates otherwise or unless explicitly agreed otherwise in writing. Treecatch bv has the right to have work performed by third parties without the express permission of the customer. The performance takes place in mutual consultation and after written agreement and receipt of any agreed advance.

Article 4 – Provision of information by the customer

All data Treecatch bv believes necessary for the correct performance of the assignment will be made available by the customer on time and in the desired form and manner. The customer is responsible for the accuracy, completeness and reliability of this data, even if it originates from third parties. If the customer fails to make the required data available or fails to do so in a proper or timely manner and as a result, the performance of the assignment is delayed, the resulting additional costs will be borne by the customer.

Article 5 – Amendments to the agreement

If, during the performance of the agreement, it appears that for a proper performance of the assignment, it is necessary to amend or supplement the work to be carried out, the parties will proceed to adjust the agreement accordingly, in a timely manner and in mutual consultation. If an amendment and/or supplement to the agreement affects the completion time of the performance of the agreement or has financial and/or qualitative consequences, Treecatch bv will inform the customer thereof as soon as possible.

Article 6 – Prices

Unless specifically stated otherwise, prices shown in offers, agreements and invoices from Treecatch bv are exclusive of VAT and any other applicable taxes. Either a fixed price is agreed upon for the service or the fee is determined based on the hours actually spent. In the latter case, the fee is calculated in accordance with the standard hourly rates of Treecatch bv that are in effect in the period in which the work is performed, unless a different hourly rate has been agreed upon.

The prices of goods are based on the currently known cost prices. Increases in this, which could not be foreseen by Treecatch bv at the time of the offer or the establishment of the agreement, may give rise to price increases.

Article 7 – Payment

All Treecatch bv invoices are to be paid by bank transfer to the account number stated on them. All Treecatch bv invoices are to be paid no later than the due date as stated on them and failing this, within 10 days from the invoice date. In the event of an unjustified full or partial non-payment of an invoice by its due date, the customer is in default by operation of law. From that moment, Treecatch bv is entitled to suspend its obligations until the customer has fulfilled his payment obligations.

By operation of law and without prior notice of default, the customer shall then be required to pay an administrative fine of 25 euros and a default interest to the amount of 10% per annum as well as a conventional compensation to the amount of 10% of the outstanding balance, with a maximum of 2500 euros. In addition, Treecatch bv may block access to the applications without bearing responsibility for any damage resulting directly or indirectly from this block.

All collection and protest costs are at the expense of the customer. In case of liquidation, bankruptcy, attachment or suspension of payment on the part of the customer, the claims of Treecatch bv on the customer are immediately due and payable. Invoices from Treecatch bv that have not been disputed by registered letter within eight days of dispatch are deemed to have been accepted by the customer. If the customer refuses to cooperate with the performance of the assignment by Treecatch bv, he is still obliged to pay the agreed price to Treecatch bv.

Article 8 – Risk transfer and retention of title

The transfer of risk will take place upon delivery of the goods that are the subject of the agreement concluded between Treecatch bv and the customer. The transfer of ownership of the goods that are the subject of the agreement concluded between Treecatch bv and the customer once delivered and commissioned will only take place after full payment of the agreed price.

Article 9 – Withdrawal of the assignment

The customer is entitled to terminate the assignment to Treecatch bv at any time. If the customer withdraws the assignment, the customer is obliged to pay the full amount specified in the agreement and the expenses incurred by Treecatch bv.

Article 10 – Force majeure

If, in the reasonable opinion of Treecatch bv as a result of force majeure¹, which means a circumstance beyond its control, it is not or will not be possible for Treecatch bv to comply with the agreements made, Treecatch bv has the right to terminate the agreement in whole or in part or to suspend temporarily the performance of the agreement, without any obligation to pay compensation.

Article 11 – Complaint obligation

The customer must report any complaints about invoices or work performed in writing to Treecatch bv within three working days. The complaint shall contain as detailed a description of the shortcoming as possible, so that Treecatch bv is in a position to respond adequately. In any case, a complaint cannot lead to Treecatch bv being held to perform other activities than agreed.

Article 12 – Liability

Treecatch bv undertakes to provide all its services with the utmost care. All agreements with Treecatch bv are best efforts obligations. The customer bears full responsibility for the proper use of the product, service or software, taking into account the specifications, documentation and instructions of Treecatch bv. Treecatch bv will only be liable towards the customer for actual and proven damage resulting from the obligations included in the agreements with Treecatch bv, thus excluding any other implicit or unwritten obligations.

Under no circumstances is Treecatch bv liable for indirect damage such as commercial or financial losses, loss of data, loss of reputation, loss of profit or turnover, loss of customers and losses resulting from legal action taken by third parties against the customer. Treecatch bv is not liable for errors in the performance of the agreement due to insufficient or incorrect input by the customer.

Per claim or series of claims arising from the same event or the same cause, the liability of Treecatch bv under or in connection with an agreement with Treecatch bv will in any case not exceed the total amount billed to the customer and paid by him for the purchase or recurring costs (i.e. excluding installation costs) of services over a period of 3 months prior to the incident and related to the specific project to which the claim relates. Any claim in which liability of Treecatch bv is invoked lapses in any case 12 months after the event from which the liability is a direct or indirect result.

As regards services from third-party suppliers, Treecatch bv does not accept any liability beyond or other than the liability that third-party suppliers are willing to accept for their products or services. The customer indemnifies Treecatch bv against all claims from third parties that are related to the products and/or services supplied by Treecatch bv.

Notwithstanding the above, the following applies to software: the flawless functioning of a computer configuration (the entirety of hardware and software) can never be fully guaranteed, both because of external factors (power failure or malfunction, lightning strike, etc.) and factors specific to the computer configuration (defects, network failures, undiscovered errors in system and application software, etc.), so that unexpected loss of (even all) programs and/or data can occur. The customer undertakes to install appropriate data protection, retention and recovery mechanisms.

Article 13 – Non-acquisition of staff

The customer shall not hire employees of Treecatch bv (or of companies that Treecatch bv has called upon to perform the agreement and who are or have been involved in the performance of the agreement). Nor does he allow them to work for him either directly or indirectly in any other way. This provision applies during the term of the agreement up to one year after its termination. There is one exception to this provision: the parties can reach agreements with each other following proper consultation. These agreements apply insofar as they have been laid down in writing.

Article 14 – Intellectual property

All intellectual property rights with regard to the products and/or services and also the designs, software, documentation and all other materials that are developed and/or used to prepare or perform the agreement between Treecatch bv and the customer, or that result from it, lie exclusively with Treecatch bv. The supply of products and/or services does not entail the transfer of any intellectual property rights. The customer only obtains a non-exclusive and non-transferable right of use to make use of the products and results of the services for the agreed objectives.

The customer will not in any way, wholly or partially, disclose or reproduce the products and results of the services or make them available to a third party without prior written consent of Treecatch bv. The customer will not remove or change indications of Treecatch bv or its suppliers regarding copyrights, brands, trade names or other intellectual property rights.

Article 15 – Confidentiality

The Parties undertake to maintain the confidentiality of the information they receive (in whatever form) from the other party and of any other information concerning the other party that they know or can reasonably suspect is secret or confidential, or information that they can expect to cause harm to the other party when it is disseminated, including but not limited to commercial and technical information, and the other party's business secrets, even after termination of the agreement, and to use this information only for the performance of the agreement. The parties shall take all necessary measures to ensure that their staff also keep the said information confidential.

Article 16 – Privacy

Treecatch bv will treat data and information provided by the customer as confidential and will store it with the utmost care. Treecatch bv may only use the customer's personal data in the context of the fulfilment of its delivery obligation or the handling of a complaint. The customer has the right to access and correct his data.

Article 17 – Suspension and termination

If the customer does not, not fully or not timely comply with the obligations under the agreement, Treecatch bv has the right to suspend the fulfilment of the corresponding obligations. Treecatch bv reserves the right to claim damages. In addition, where appropriate, Treecatch bv is entitled to dissolve the agreement with immediate effect, unless the shortcoming does not justify termination due to its minor significance. If Treecatch bv dissolves the agreement on the basis of the previous grounds, Treecatch bv is not liable for any costs or compensation.

Article 18 – Applicable law and competent court

Any agreement between the parties is governed exclusively by Belgian law. Any disputes fall under the exclusive jurisdiction of the court of the place where the registered office of Treecatch bv is located, without prejudice to the right of Treecatch bv to bring the dispute before another court.

or third parties), disruption of transportation, lack of transportation, natural disaster, flood, storm, epidemic or pandemic, wilful damage, compliance with a law or regulation, provision, regulation or directive, accident, breakdown of factory or installations, exclusions, sabotage and in general all unforeseeable circumstances, both at home and abroad, as a result of which compliance with the agreement can no longer reasonably be demanded.

¹ These circumstances include: breaches of suppliers or other third parties, power failures, computer viruses, strikes, bad weather conditions, work stoppages, domestic disturbances, mobilization, war, danger of war and insurrection, quota or other government measures, embargo, obstructive measures by domestic and foreign governments, fire, strike, machine damage, staff shortages, lockouts or other labour disputes (whether or not including the workforce of the parties