

STANDARD TERMS AND CONDITIONS OF SALE

1 INTERPRETATION

In this document the following words shall have the following meanings:

- 1.1 "Client" means any natural or legal person who orders Services from the supplier;
- 1.2 "Supplier" means cApStAn S.A., Chaussée de La Hulpe 268, B-1170 Bruxelles, Belgium, VAT: BE 0890.600.946 and or its affiliates.

2 GENERAL

- 2.1 These Terms and Conditions of sale (the "Terms"), together with any terms in the relevant quotation or sales order, are the sole and exclusive terms and conditions which shall apply to the sale of services or goods referenced to in any quotation, proposal, order acknowledgement or purchase order, unless a written contract signed by both parties concerning the sale of services or goods exists, in which case the terms of such contract shall govern in the event of any conflict.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the supplier.

3 PRICE AND PAYMENT

- 3.1 The client shall purchase the services from the supplier at the prices set forth in the relevant quotation or sales order to the client. Any price and delivery schedule quoted only applies to quoted quantities and service items. All prices are exclusive of all taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by the client. The client shall be responsible for all such charges, costs and taxes.
- 3.2 The client shall pay all invoiced amounts due to supplier within 15 days from the date of invoice date, unless other payment terms are defined in the invoice. The client shall pay interest on all late payments at rate of 12% per year, calculated daily and compounded monthly. The client shall reimburse the supplier for all costs incurred in collecting any payments, including, without limitation, reasonable attorneys' fees and costs.
- 3.3 In addition, the supplier shall be entitled to suspend the delivery of any further services if the client fails to pay any amounts when due hereunder.
- 3.4 There will be a separate charge for any additional service that is requested.
- 3.5 No complaint will be accepted if it has not been made in writing within 8 days of receipt of a delivery of services.

4 CLIENT'S OBLIGATIONS

To enable the supplier to perform its obligations the client shall:

- 4.1 co-operate with the supplier;
- 4.2 provide the supplier with any information reasonably required by the supplier;
- 4.3 notify the supplier of any change in his contact or invoicing data.
- 4.4 comply with such other requirements as agreed between the parties.

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5 SUPPLIER'S OBLIGATIONS

- 5.1 The supplier shall perform the services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- 5.2 By default, delivery of services will be within 30 working days of receipt of the purchase order or sales order confirmation, unless otherwise agreed by the contract or sales order.

6 LIMITATION OF LIABILITY

- 6.1 The supplier cannot be held responsible for the use the client may make of a translation produced or verified by the supplier.
- 6.2 The supplier cannot guarantee that the client's specific terminology has been used in a translation unless this terminology has been shared by the client prior to execution. Before dissemination or any other use of a translation, it behoves the client to ensure that the translation complies with their terminology, usage and practice.
- 6.3 The supplier shall not be liable for any direct loss or damage suffered by the client howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the services.
- 6.4 The supplier shall not be liable under any circumstances to the client or any third party for any indirect or consequential loss of profit or other economic loss suffered by the client howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

7 CANCELLATION

When a client cancels its purchase order after having approved a sales order or contract, the initial price remains due for all services delivered or under progress. The supplier will hand over all deliverables to the client within 5 working days of the cancellation, in the state of progress in which they will be at the time, and will draw up a closing invoice for all services delivered to date, notwithstanding their status.

8 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, serious accidents, war, fire or energy breakdown, and the relevant party shall be entitled to a reasonable extension of its schedule or obligations.

9 SEVERABILITY

If any of the aforementioned terms and conditions or any provisions of the agreement is held unenforceable by a court or any competent authority or becomes ineffective because of changes in applicable laws or in their interpretations, the validity of the other terms, conditions and provisions shall not be affected thereby.

10 GOVERNING LAW

These Terms and Conditions shall be governed by the law of Belgium and, in case of any litigation arising from this contract or its execution, the parties hereby submit to the exclusive jurisdiction of the courts of Brussels.