

pi-ProductivITy BV

General Terms and Conditions

Article 1: Definitions

"**pi-ProductivITy**": the company **pi-ProductivITy BV** (Limited Liability Company under Belgian law) having company number **0784.487.302** and VAT number **BE 0784.487.302**, registered in the Register of Legal Entities in Antwerpen – division Turnhout.

"**Customer**": the natural or legal person, joint ventures without legal personality, their representative and authorised representative, who or which has concluded an agreement or wishes to conclude such with **pi-ProductivITy**.

"**Consumer**": the natural person who acts for purposes that fall outside his, her or its trade, business, profession or professional activity.

"**Agreement(s)**": in relation to the **Customer**, any agreements concluded with **pi-ProductivITy** and to which these General Terms and Conditions apply.

"**Standard Product**": a finished product (application or file) that can be purchased on the **pi-ProductivITy** website without any further adjustments to any of the **Customer's** specific wishes.

"**Tailor-made product**": a product (application or file) created by **pi-ProductivITy** at the request of / in consultation with the **Customer** and according to the specific wishes of the latter.

"**Customised service**": a service (training, consultation, support, substitute interaction with external parties) provided by **pi-ProductivITy** at the request of / in consultation with the **Customer**.

Article 2: General

These general terms and conditions (the "General Terms and Conditions") apply to both the supply of services and sale of products by **pi-ProductivITy**.

The General Terms and Conditions and any specific **Agreement** for the purchase of a **Standard Product** or order of a **Tailor-made Product** or **Customised Service** constitute the entire and sole **Agreement** between the parties and replace all previous oral or written agreements, proposals, promises, arrangements or communications relating to the subject matter of the specific **Agreement**. The **Customer's** general terms and conditions will not apply from the moment that these General Terms and Conditions can be regarded as having been accepted.

The commitment by **pi-ProductivITy** to supply the **Customer** with the product or service ordered at the price determined by **pi-ProductivITy**, which was paid by the **Customer** constitutes the primary obligation of the **Agreement**.

If **pi-ProductivITy** depends on the intervention of an external party to deliver goods or service ordered by a **Customer**, the delivery obligation of **pi-ProductivITy** is formed subject to the express suspensive condition that such object or service is available at the price determined by **pi-ProductivITy** and paid by the **Customer**, at the time that **pi-ProductivITy** consults the external party.

pi-ProductivITy BV

General Terms and Conditions

The price paid by the **Customer** is regarded as a guarantee before the suspensive condition is fulfilled. **pi-ProductivITy** undertakes to check availability with the external party at such price within 5 working days of having received the guarantee.

If, at the time that **pi-ProductivITy** consults the external party, the object or service ordered is not available, this **Agreement** will expire and **pi-ProductivITy** will re-transfer the guarantee paid by the **Customer**, without further obligations between the parties. If the object or service ordered is available at a different price, at the time that **pi-ProductivITy** consults the external party, this **Agreement** will cease to exist and **pi-ProductivITy** leave it up to the **Customer** to choose to accept such deviating price, which will result in a new **Agreement** being formed between **pi-ProductivITy** and the **Customer**.

Article 3: Duration and termination

Where the **Customer** purchases a **Standard Product**, **pi-ProductivITy** will continue to provide reasonable support for the purchased product where intervention for the functioning of the **Standard Product** is required beyond the **Customer's** control. The **Agreement** ceases to exist from the moment that the **Customer** purchases an upgrade of the **Standard Product** (pursuant to which a new **Agreement** is formed).

For the purchase of a **Tailor-made Product** or a **Customised Service**, the description of the duration and termination (termination modalities and periods) of the **Agreement** will constitute part of the specific **Agreement** (to be confirmed by the **Customer's** order instructions).

Article 4: Prices

The prices communicated by **pi-ProductivITy** on the website and in any other manner are always subject to obvious writing errors. Individual price quotations can be revoked and apply for 15 days, unless stated otherwise in the quotation. All prices are in euros, exclude VAT, unless otherwise indicated, and are payable as stated on the invoice or the specific sales agreement (in accordance with Article 5).

pi-ProductivITy may at any time change prices relating to products of services for future **Agreements**. The **Customer** is informed of this via the website (for temporary promotions on **Standard Products**, for example) *and* individually by way of personal consultation regarding the price quotation for a **Tailor-made Product** or a **Customised Service**.

Article 5: Periods of delivery, payment and objection

The delivery times provided **pi-ProductivITy** are indicative and not binding, unless expressly agreed otherwise. The periods are always formulated in working days, taking into account the public holidays applicable in Belgian and Flemish jurisdictions. A reasonable delay in delivery may under no circumstances whatsoever give rise to the right to cancel an order, nor to compensation for damages.

The **Customer** must announce to **pi-ProductivITy** in writing any complaint whatsoever relating to the delivery of the products within 8 working days after the products were delivered or the services to be performed were commenced.

Any complaints regarding delivery or services cannot be used as a pretext to suspend or delay payment of invoices. The lack of a written objection to an invoice within 8 working days from the moment that it was dispatched, irrevocably implies that the invoice and amounts, products and services stated therein were accepted.

Invoices must be paid within 15 calendar days of the invoice date. If the **Customer** has not yet paid in full within 15 calendar days after the payment deadline, he will be in default after the first reminder in which the consequences of the failure to pay will be stated.

The fact that the **Customer** is in default will have the following consequences:

- (i) statutory interest will be owed on the outstanding amount (if the **Customer** is an entrepreneur, the interest as laid down in the "Act on late payment" will apply);
- (ii) the **Customer** will owe 10% of the principal amount of collection costs, or EUR 40 if that amount exceeds 10% of the principal amount, or, if the **Customer** is a **Consumer**, the amount due in accordance with the applicable legislation;
- (iii) the service provided to the **Customer** (e.g. the activation licences for **Standard Products**) may be suspended without further warning, and any website hosted for the **Customer** may be made inaccessible until the outstanding amounts, including interest, have been paid;
- (iv) **pi-ProductivITy** has the right to **Agreement** to dissolve or terminate at its discretion pursuant to Article 2 and to repossess any delivered product or service to the extent that this is possible.

Based on the principle of reciprocity, the same compensation for damages will be applied if it can be proved that **pi-ProductivITy** is to blame for an error, with proven damage for the **Customer**.

pi-ProductivITy BV

General Terms and Conditions

Article 6: Rules of conduct

The **Customer** will cooperate with **pi-ProductivITy** in good faith at all times to promote service provision. The **Customer** will use the services at all times in accordance with the **pi-ProductivITy** General Terms and Conditions, as amended from time to time. The most recent version can be found at <https://pi-productivity.be/GeneralTermsAndConditions> ...

If the **Customer** fails to fulfil its obligations arising from these General Terms and Conditions, he agrees to bear all costs and charges related to the additional services performed by **pi-ProductivITy** to remedy any problems arising from the **Customer's** failure to fulfil his obligations.

pi-ProductivITy can only be held liable for proven damage resulting from proven wilful errors, serious errors or minor but recurring errors on the part of **pi-ProductivITy**.

The **Customer** is solely responsible for the proper use of the object, service or product, taking into account the specifications, documentation and instructions of **pi-ProductivITy**.

Article 7: Right of withdrawal

For the possible exercise of his/her right of withdrawal, the **Customer** may use the model form (available on the website as a PDF) as laid down in Appendix 1B of the Consumer Rights Directive (CRD).

Legal provisions will apply where the **Customer** is a **Consumer** and has purchased a Standard Product online.

Article 8: Liability

Within the framework of the formation or execution of the **Agreement**, **pi-ProductivITy** is only liable for damage suffered by the **Customer** as a result of an attributable wilful error, serious error or slight but recurring error by **pi-ProductivITy** in fulfilling the **Agreement**.

The liability of **pi-ProductivITy** due to attributable failure to fulfil the **Agreement** will only arise if the **Customer** immediately and properly sends **pi-ProductivITy** a written notice of default, stating a period of at least 14 working days after **pi-ProductivITy** has received such notice of default within which the failure can be remedied, and **pi-ProductivITy** continues to fail in fulfilling its obligations beyond that period. The notice of default must contain as detailed a description of the shortcoming as possible, so that **pi-ProductivITy** is able to respond adequately. **pi-ProductivITy** must receive the notice of default within 30 calendar days after the damage was discovered.

The exclusions and restrictions referred to in this Article will lapse if and to the extent that the damage is the consequence of wilful intent or deliberate

pi-ProductivITy BV

General Terms and Conditions

recklessness on the part of the **pi-ProductivITy** management, as well as for death or bodily injury of the **Customer** as a result of an act or omission on the part of **pi-ProductivITy**.

The **Customer** is liable vis-à-vis **pi-ProductivITy** for damage caused by a fault or failure attributable to it. The **Customer** will indemnify **pi-ProductivITy** against claims of non-compliance with the rules of conduct in these General Terms and Conditions while using the services or goods pursuant to or with the **Customer's** consent. Such indemnification also applies to persons who, although they are not the **Customer's** employees, have nevertheless used the services or goods subject to the **Customer's** responsibility or with his consent.

Article 9: Guarantee of services or products supplied

When purchasing a **Standard Product**, **pi-ProductivITy** will continue to provide the **Customer** with reasonable support to enable product functioning, provided that the circumstances under which the **Customer** wishes to use the **Standard Product** are in accordance with the technical restrictions as indicated in the specifications of the said **Standard Product**.

When purchasing a **Tailor-made product** or **Customised service**, **pi-ProductivITy** will continue to provide the **Customer** with reasonable support to enable product functioning as outlined in the specific **Agreement** which constitutes the basis of the contractual relationship.

There will be timely deliberations with **Customer** where **pi-ProductivITy** experiences technical difficulties in continuing to provide further support for a product or service (e.g. in the event of an interruption of support by external parties for the underlying systems or applications). Where possible, the replacement of the (outdated) product by an upgrade version may then constitute the subject of a new **Agreement**.

If the company activities of **pi-ProductivITy** are definitively stopped, the **Customer** will be offered the possibility of acquiring the draft files of the **Tailor-made product** or **Customised service** from **pi-ProductivITy**, to continue any future support by a third party at the **Customer's** initiative. The expiry date of the current activation licenses for purchased **Standard Products** will be suspended where appropriate.

Article 10: Personal data processing

If the **Customer** processes personal data as “controller” within the meaning of the General Data Protection Regulation (GDPR) by using the **pi-ProductivITy** services or products, the **Customer** must conclude a “processor’s agreement” with **pi-ProductivITy** on the grounds of the GDPR and make use of the possibility that **pi-ProductivITy** offers to do so.

To the extent that the **Customer** does not use the option that **pi-ProductivITy** offers to conclude a processor’s agreement, the **Customer** guarantees that it will

pi-ProductivITy BV

General Terms and Conditions

not use the services or goods provided to process personal data and the **Customer** will indemnify *pi-ProductivITy* against any damage or claims based on the premise that any processing of personal data using the services or goods is unlawful.

If the **Customer** uses the services, products or goods of *pi-ProductivITy* as a natural person (“data subject” as referred to in the GDPR, *pi-ProductivITy* will comply with all obligations that the GDPR imposes on *pi-ProductivITy* as “controller” in accordance with the Policy for the Protection of Personal Data and the *pi-ProductivITy* Policy (<https://pi-productivity.be/PrivacyPolicy/> ...).

Article 11: Intellectual property rights

All intellectual property rights relating to the products and/or services as well as the drafts, software, documentation and all other materials that are developed and/or used to prepare or execute the **Agreement** between *pi-ProductivITy* and the **Customer**, or pursuant thereto, are vested exclusively in *pi-ProductivITy* or its suppliers.

The provision of products and/or services does not entail any transfer of intellectual property rights. The **Customer** only obtains a non-exclusive and non-transferable right to use the products and results of the services for the agreed purposes. The **Customer** will strictly comply with the terms and conditions laid down in the general terms and conditions or imposed on the **Customer** for such use in any other manner.

The **Customer** shall not *pi-ProductivITy* disclose, reproduce or make available to a third party, in any way, all or part of the products and results of the services without prior written consent.

The **Customer** shall not remove or change any indications by *pi-ProductivITy* or its suppliers regarding copyright, brands, trade names or other intellectual property rights. *pi-ProductivITy* guarantees that it is entitled to provide the **Customer** with the said right of use and indemnifies the **Customer** against any claims by third parties in this regard.

This provision will not apply if and to the extent that the products and/or results of the services have been changed and/or if they have been delivered in conjunction with goods belonging to third parties unless, in the latter case, the **Customer** shows that the third-party claims relate exclusively to the products delivered by and/or results of the services provided by *pi-ProductivITy*.

pi-ProductivITy is allowed to take technical measures to protect its products, services or goods. If *pi-ProductivITy* has secured these products, services or goods by means of technical protection, the **Customer** is not allowed to remove or circumvent such security unless and to the extent that the law lays down mandatory provisions to the contrary.

Article 12: Miscellaneous

The rights and obligations arising for the Customer from the **Agreement** concluded with **pi-ProductivITy**, shall not be transferable to third parties in full or in part without **pi-ProductivITy's** prior written consent.

If a provision of an **Agreement** concluded with **pi-ProductivITy** or the application thereof becomes or is null and void or unenforceable for any party or circumstance, the rest of the **Agreement** will not be compromised.

The Customer must immediately communicate any changes to contact details such as the Customer's addresses, telephone numbers, contacts and email addresses to **pi-ProductivITy**. If the Customer fails to report this immediately, **pi-ProductivITy** can recover the costs for any research work done or returned shipments from the Customer.

The administration of **pi-ProductivITy**, which may or may not be electronic, forms full proof of statements by **pi-ProductivITy** and the version of any (electronic) communication received or stored by **pi-ProductivITy** applies as authentic proof unless the Customer provides proof to the contrary.

Article 13: Force majeure

Events of force majeure will release **pi-ProductivITy** from its obligations under these General Terms and Conditions for as long as the incident lasts, provided that **pi-ProductivITy** informs the Customer accordingly in writing, outlines the force majeure, and immediately continues to perform of the relevant obligations until and to the extent that the force majeure incident has disappeared.

The Customer will not be entitled to claim damages for any failure by **pi-ProductivITy** in fulfilling one of its contractual obligations as a result of an incident of force majeure.

Article 14: Applicable law and exclusive competence

Belgian law governs the **Agreement** concluded with **pi-ProductivITy**. To the extent that the rules of mandatory law do not prescribe otherwise, all disputes that arise pursuant to the **Agreement** will be submitted to the Enterprise Court of Antwerp (Division of Turnhout).