

Preliminary:

“ESSESIUM”: ESSESIUM NV, with its registered office at Gaston Geenslaan 9, 3001 Leuven, Belgium, registered company number 0872.984.063.

“Client” refers to the client as described in the quotation and/or purchase order and/or contract being the purchaser of the Services / Goods.

The Client accepts explicitly that every order placed with ESSESIUM is wholly subject to these general terms and conditions, with the exclusion of any deviating conditions from the Client, unless if any such deviating conditions are accepted explicitly and in writing by ESSESIUM.

Article 1

These general conditions are an integral part of your agreement with ESSESIUM concerning products and services, except if the Parties exclude these general conditions in writing, and with exclusion of the general conditions of the Client.

They are applicable to all products sold and/or distributed or all services provided by ESSESIUM or her employees who she is liable for or can be held liable for.

Article 2

ESSESIUM delivers its performances towards the Client she has negotiated with. The performances delivered by ESSESIUM are tailored to the Client’s demand, taking into account, inter alia, but not limited to, the information provided by the Client and its extended documents. The performances carried out by ESSESIUM can in no way be used in another context than this discussed with the Client, unless there is an explicit prior agreement between the parties.

Article 3

The performances and/or products that are delivered by ESSESIUM are obligations to perform to the best of one's ability and not to a specific result.

The safeguard duty of ESSESIUM concerning a certain performance is limited to the amounts that were paid in exchange for that performance, by the Client to ESSESIUM in the last 6 months prior to the incident that gives reason for payment. The performances and/or products carried out by ESSESIUM are irrefutably presumed to be accepted by the Client, (i) either through use or further selling (ii) either through whole or partly payment or (iii) if within a period of 7 calendar days after the delivery of the products/services ESSESIUM has not received a complaint in writing from the Client.

ESSESIUM is only liable for the deliberate and serious faults, as well as for fraud, by her employees.

ESSESIUM is not liable for the performances delivered by her subcontractors.

Article 4

All economic, intellectual property and paternity rights relating to all works, in particular but not limited to legally advisory opinions, agreements, formal notices, company documents, drafts, correspondence, disclaimers and general conditions, etc. that are created and/or designed by ESSESIUM in the framework of an entrusted instruction are the exclusive property of ESSESIUM.

Subject to express prior and written consent of ESSESIUM it is prohibited for the Client to disclose, exploit or to disseminate the works created by ESSESIUM, in any way, nor to third parties, nor to any affiliated or related person or legal entity, including family or associated or affiliated companies. The Client is only allowed to use the texts and files created and compiled by ESSESIUM for its own use, in a normal and common way, in the

way which the Client initially intended when he gave the instruction and about which the parties have reasonably agreed on.

Article 5

ESSESIUM doesn’t warrant that it does not commit an infringement on the intellectual property rights of third parties. ESSESIUM has not carried out an IP search with regard to this. Neither will ESSESIUM protect the Client from demands by third parties resulting from infringements on the intellectual property rights of these third parties.

Article 6

The prices of Essensium are determined in function of wages, social security and other expenses at the time of the quotation or the conclusion of the contract. Essensium reserves the right to unilaterally modify in case of increase in its rates wages, social security, other expenses including as a result of the evolution of the index, changes in legislation, sectoral agreements and/or other circumstances beyond the control of Essensium (eg. in energy prices).

Article 7

The Client declares to have taken notice of the applicable tariff and the invoicing method of ESSESIUM.

The invoices of ESSESIUM are payable 30 days after the invoice date, unless otherwise stated on the invoice. Failing to timely payment, ESSESIUM has the right to, without prior notice, charge an interest amounting to 1% per month of the outstanding amounts, as well as a compensation amounting to 10% of the outstanding principal, with a minimum of 750 EUR.

In case of late payment all allowed reductions and discounts on the performances of ESSESIUM expire and ESSESIUM has the right to suspend immediately all her performances.

If the Client disputes the invoicing of ESSESIUM, a formal and motivated protest must be notified to ESSESIUM in writing not later than 15 calendar days after the date of the invoice to which the protest relates.

Article 8

The invalidity or nullity of one of the clauses of these general conditions does not affect the validity of the other clauses. In that case the invalid or null clause will be replaced in consultation between ESSESIUM and the Client by a clause that approximates the sense and/or the spirit of the invalid or null clause.

Article 9

All agreements with ESSESIUM are exclusively subject to the Belgian law.

In case of dispute only the Courts of Leuven are competent.