

## Article 1: General

JLB Management S.A. ("JLB") is only committed to the customer's order after explicit and written acceptance by JLB. These general conditions are applied by JLB in case of delivery of services, as well as in case of selling products. These General Conditions are considered accepted by the customer (or client) by the sole fact of filling out an order form or by giving an order. These General Conditions and any specific agreement constitute the full and only agreement between the parties and replace any previously (oral or written) made agreement. Any other conditions from the other party are not applicable and are not adversative to JLB.

## Article 2: Term and termination

Except if something else has been agreed in the order/mission, the specific agreements are valid for a period of one (1) year. Thereafter, they shall be automatically renewed for a subsequent period of one (1) year, except to the extent either party issues a written notice of its intention not to renew it at least one (1) month prior to the expiration of the term then in effect.

# Article 3: Prices

Prices mentioned in JLB proposals are always provisional, unless explicitly mentioned that they are definite. The final proposal is only valid for 14 days. All prices are V.A.T. not included.

## Article 4: Terms of delivery, payment and protest

JLB's delivery terms are indicative and not binding, unless explicitly agreed upon. The client will not be allowed to cancel his order or receive a compensation for damages because of a delay in delivery. Any complaint of the client, no matter the nature of the complaint, should be announced to JLB by registered letter within 8 days starting from delivery. Such complaints cannot be used to suspend or to delay payments. A customer can only oppose to an invoice and its content (amounts, products, services) in written within 7 working-days starting from the invoicing date. Except if otherwise agreed, invoices are payable cash on delivery. If an invoice is not paid in time, by right and without any formal notice, a contractual interest of 1% per month is due. Every month started counts as a full month. For any late payment, JLB is allowed to charge 15% of the contract value with a minimum of 250 EURO administration fees. In cases of non-payment or payment obtained via legal proceedings, the customer will be charged for all costs.

## Article 5: Software delivery

When placing an order, the customer acknowledges to be sufficiently informed by JLB about the possibilities of the delivered software. The customer will respect the directions of usage of standard software not developed by JLB but given in licence to the customer (within the framework of this agreement). The customer agrees to use the software only for internal purposes to his own company processes. Use by a third party of these systems or software is



prohibited. JLB can never be held liable if any of these conditions are breached by the customer. Except if explicitly otherwise agreed, an agreement with JLB never includes or understands a transfer of intellectual property. JLB – and/or its possible licensors - always remain the full and exclusive owners of the software or intellectual property involved.

# Article 6: Unauthorised use

The customer should never use the delivered services or for encroachment, causing damage or nuisance with respect to JLB or third parties. Neither should the customer's activities give cause to this. On first request by JLB, the customer will protect JLB against any complaint or legal action (including legal costs) and will intervene at his own dispense in each related procedure against JLB.

# Article 7: Activity of statistics

For the "Belstat" sites, the client specifically agrees to the conditions and stipulations about the use of statistics found on the sites from the "Belstat" domains (like belstat.be, belstat.nl, belstat.com, belstat.co.uk, belstat.es, belstat.it, belstat.ch, belstat.at etc...). The specific information and conditions can be found on those sites on the menu "information > conditions" and via the link "disclaimer".

## Article 8: Liability

Under no circumstances, JLB will be liable for any 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 proceedings instituted by third parties against the customer. The customer is solely liable for the proper use of the product, service or software, taking into account the JLB specifications, JLB documentation and JLB instructions. With regard to the customer, JLB will only be liable for proven damages, resulting from commitments which are mentioned in the JLB agreement (i.e. exclusion of any other implicit or non-written commitment). JLB's liability according to a JLB agreement shall - per claim or a series of claims and resulting from the same fact/cause - in any case not exceed the total amount of the customer's invoice related to the specific project.

## Article 9: Personal data processing

In order to be able to execute its agreements, JLB (as responsible for processing) gathers personal data from its customers. JLB may use these data for direct marketing purposes. This allows JLB to inform the customer regularly about its activities. If the customer does not want his data being used for this purpose, he should send an e-mail to: <u>webmaster@belstat.com</u>. The customer can consult, correct or change his personal data by sending a dated and signed letter by email to <u>webmaster@belstat.com</u>. The customer's personal information will under no circumstances be handed over to third parties. Conforming to the law of December 8, 1992 for the protection of data privacy, JLB has the right to change this privacy regulation at any time.



#### Article 10: Various

The customer's rights and obligations, resulting from a JLB agreement, cannot be transferred to third parties (neither partially nor totally) without prior written consent from JLB. In the event that any provision of the agreement is not enforceable for any party, at any level, the other provisions and the rest of the agreement will remain in full force and effect.

Any change to the contact details of the client such as addresses, phone numbers or e-mail addresses should be communicated by the client to JLB in due time.

#### Article 11: Applicable law and exclusive competence

JLB agreements are governed by Belgian law. Any issue resulting from a JLB agreement will exclusively be dealt with in the courts of Brussels.

## Article 12: Intellectual property rights

All rights of intellectual property concerning products or services as well as designs, software, documentation and all other materials that are being developed and/or used in preparation or execution of the agreement between JLB and the customer or anything that comes from the agreement are solely property of JLB or its suppliers. Any product or service supplied by JLB or its suppliers can never be defined or instituted as a transfer of rights and/or intellectual property to the customer.

The customer is only allowed to use the products and services as stated in the agreement between JLB and the customer. The customer is obliged to abide the conditions stated in the agreement, the general conditions and possible other conditions agreed upon during the initial agreement.

The customer will never make public, copy or transfer any JLB products and/or services supplied by JLB and/or its suppliers without the explicit written authorization of JLB.

The customer is not allowed to remove or alter any indications of copy rights, brands, brand names or other rights of intellectual property of JLB and/or its suppliers.