

# GENERAL CONDITIONS OF SALE

ADDENDUM TO OFFICIAL INVENTIVE DESIGNERS N.V. "PRICE QUOTATIONS"



## 1. ARTICLE 1

- 1.1. All orders are subject to the present general conditions, excluding counterparty's own conditions. Deviations to these general conditions are only possible with our written approval. In case a contract has been signed, that contract will have preference over these general conditions, in which case counterparty agrees that the contract has been drawn up in Dutch, French or English.
- 1.2. Accepting a letter of exchange does not renew any debt, in such way that the present general conditions remain in full effect.

## 2. ARTICLE 2

- 2.1. All prices are exclusive of shipping costs and VAT if not specified otherwise in writing.
- 2.2. Inventive Designers N.V. only delivers a non-exclusive right of use for the software, delivers services and, after signing a maintenance contract, delivers maintenance for the products purchased. The counterparty may in no case sell the software to other parties, nor rent, alienate or give it away for safe-keeping. Neither may the software be given to other parties without cost nor may it be used for other parties' purposes without prior written approval from Inventive Designers N.V.
- 2.3. Both parties commit themselves to treat as confidential all information revealed during negotiations or the conclusion of agreements, related to the commercial activities of the parties, even after termination of such agreement.
- 2.4. For software, transfer of the non-exclusive right of use happens on the moment of full payment of the price, not only from the goods to which the right of use is related, but also from all payments of earlier and later deliveries and performed services, including compensations, damages, interests and other costs or fees.

## 3. ARTICLE 3

- 3.1. The term of delivery, including the time of delivery is only an indication. Failure to respect the time and term of delivery does not have as a consequence that Inventive Designers N.V. fails to respect her delivery obligations.
- 3.2. Delivery must be protested within 8 days, in case customer wants to invoke irregularities or mistakes in the delivered goods or services. After this period, no irregularity nor mistake can be invoked. This protest does not discharge customer of the obligation to pay.

## 4. ARTICLE 4

- 4.1. All invoices are payable 8 days after invoice date, except if mentioned otherwise on the invoice.
- 4.2. In case an invoice is not paid on its due date, a late payment fee of 12% is due by law and this without prior notice. Each started month is regarded as a complete month. If the invoice is not paid within the above specified term, a fee of 15% of the invoice amount is due to compensate for damages, interests due by law and judicial costs or compensations.
- 4.3. If different parties conclude one single agreement with Inventive Designers N.V., each party has the obligation to fulfill all conditions and obligations resulting from the agreement.
- 4.4. If an agreement has to be terminated by Inventive Designers, by simple written notice 8 days after serving notice upon counterparty has been without result, a compensation of damages of 25% of the invoice amount is due. In case Inventive Designers N.V. is able to give proof of higher damages, Inventive Designers N.V. can claim a full compensation of damages instead of the conventional forfait of 25%.
- 4.5. In case counterparty does not fulfill the liabilities with respect to Inventive Designers N.V., Inventive Designers N.V. has no obligation to fulfill her liabilities to counterparty.

## 5. ARTICLE 5

- 5.1. Inventive Designers N.V. can in no circumstance be held liable for damage caused by the use, the functioning or non-functioning of the software.
- 5.2. Inventive Designers N.V. cannot be held liable in case the agreement cannot be executed as a result of force majeure. Are considered as force majeure: war, circumstances of war, fire, flood, governmental measures, non-respect of terms of delivery of Inventive Designers N.V.'s suppliers.

## 6. ARTICLE 6

- 6.1. The Belgian law applies to all agreements.
- 6.2. Only the Courts of Antwerp are qualified to treat all disputes resulting from the agreement.
- 6.3. Sign for approval,.....