



THE BINDING ENERGY
STRATEGIC ENGINEERING AND COMMUNICATION

General Sales Conditions

order, to refusal of delivery or to the demand of any compensation by the customer.

6. Cancellation and dissolution

Cancellation of the order will be considered a breach of contract. In this case, TBE will be entitled to full compensation for costs already incurred and for lost profit. This fee will always, notwithstanding the right of TBE to claim and claim compensation for several damages, be at least 20% of the agreed price in case of cancellation or cancellation within the three weeks after ordering and at least 50% of the agreed price, in case of cancellation or cancellation later than three weeks after ordering. TBE reserves the right to consider the agreement terminated automatically and without prior notice of default, in the event of bankruptcy, judicial reorganization, or repeated failure to pay by customer, despite registered notice of default as well as in case of attachments to the customer for any substantial change to the legal situation of his customer, which can make TBE doubtful about the correct execution of the agreement.

7. Intellectual property and copyright

All intellectual property rights on materials developed or made available by TBE for the customer, such as analyses, designs, documents, reports, course material, as well as the related preparatory material, will remain, unless expressly otherwise agreed in the quotation or order form referred to in article 2 of these conditions, at TBE or its licensor and the customer obtains exclusively a non-exclusive and non-transferable right of use without adaptation, multiplication or distribution rights, without prior written permission from TBE. The customer is not permitted to remove any designation concerning copyrights, trademarks, trade names or other intellectual or industrial property rights from the texts, software, designs, documents or other media. Even where an offer or order form, as referred to in article 2 of these terms and conditions, explicitly states that the aforementioned rights are transferred in ownership, this will not prevent TBE from reusing its know-how and experience for other projects or customers.

8. Reference

The client expressly authorizes TBE to refer to the fact that TBE's services were chosen by the customer and the nature of the services provided by TBE, both internally and vis-à-vis third parties, in order to be able to use the project as reference for marketing & communication purposes and, where applicable, to make a description of the project without, however, ever communicating confidential details regarding the customer or the project; to mention the company, trade and / or brand name of the customer and the logo and / or logo of the customer as a reference for purely promotional or public relations purposes. Such an admissible reference can be made on the website of TBE under various domain names and in the newsletters, portfolios in digital or printed form, TBE presentations (even with publicity by TBE on social media) and this worldwide and regardless of the number of copies, pages or mentions and for an unlimited time period.

9. Force Majeure

No compensation or breach of contract can be claimed by the buyer if the delivery is not made within the foreseen period due to circumstances such as force majeure, difficulties in the supply of raw materials, wars and similar situations, decisions of the public authorities, strikes, floods, fire, temporary interruption failures or malfunctioning of the electrical facilities, nuclear incidents, as well as any cause independent of the will of TBE which makes the delivery and / or performance impossible. This list is not exhaustive.

10. Competent court

All agreements with TBE are exclusively governed by Belgian law. In case of dispute, only the courts of Ghent are competent.

1. General

These general terms and conditions apply to all trade relations and agreements concluded between The Binding Energy BVBA (hereafter TBE) and its customers as well as to all offers and deliveries with the express exclusion of all other (possibly from the customer) conditions. The application of current conditions is the decisive condition for the conclusion of the TBE agreement. Should one or more conditions or a part of it be not valid or if an explicit deviation is permitted, this would not affect the validity and the application of the other conditions.

2. Quotations and orders

Only TBE's written quotations will commit the latter. All quotations are without obligation as long as there has been no unconditional acceptance of the customer. Such acceptance can only legally be effected if the customer returns TBE's quotation unchanged and reservation-free or has it returned to TBE within 14 days of the transfer of the quotation to the customer. The prices apply to the services and / or unpacked goods of TBE. All taxes, levies, delivery costs, insurance premiums, duties and costs of any kind are at the expense of the customer.

3. Terms of payment

Except for special agreement, the payment will be made within thirty calendar days, counting from the invoice date. In the event of a late payment of TBE's invoice, the invoice shall be increased by law and without notice of default, with a flat-rate compensation of 10% of the principal sum, with a minimum of EUR 150 as well as an interest fee from the due date of the invoice, at a rate of 1% per month. The customer remains in all cases jointly and severally liable for the payment of TBE's invoices, even if TBE has accepted to create invoices in the name of third parties. No debt renewal will take place. The non-payment on the due date of the invoice, makes the due balance of all, even non-expired invoices immediately due and payable by law and also gives TBE the right to suspend all current orders and missions. The payments are always used to settle first the oldest outstanding debts including the overdue interests.

4. Prices, practical execution, guarantee and liability

TBE's prices are exclusive of VAT. When the services must be performed by TBE in the customer's premises, the customer will always provide access to TBE within the agreed hours and beforehand transfer all information regarding well-being at work and occupational safety to TBE and provide explanation where necessary. The customer undertakes to make all data available to TBE that may be useful and necessary in order to enable TBE to carry out the assignment in function of the specific needs and wishes of the customer. The customer acknowledges that TBE does not bear any responsibility for errors or incompleteness by the customer with regard to his final choices or the specified technical specifications. The customer acknowledges that TBE has to make an obligation of means, with the explicit exclusion of any result obligation. The customer indemnifies TBE against claims or claims from third parties due to violation of contractual or intellectual property rights of those third parties by the use of the data or data provided by the customer or by the assignment to TBE. The customer explicitly recognizes the right to TBE to be assisted by its appointees and / or subcontractors for the implementation of this agreement.

5. Deliveries, delivery terms and acceptance

The delivery / completion periods are, unless otherwise explicitly stipulated in the quotation or order form as referred to in article 2 of these conditions, provided for information purposes only and are therefore not binding.

A delay in the delivery of services can not lead to the cancellation of an

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