

Standard Provisions

Version dated 26/11/2019

These standard provisions are applicable to the Agreement between the Company and the Customer and form an integral part of the Agreement.

The parties agree as follows:

1. Language precisions

1.1

Undefined terms that begin with a capital letter and are used in an annex to the Agreement are defined in the Agreement.

1.2

Enumerations (e.g. when they follow terms such as "including", "include", "for example", "e.g.", etc.) must be construed in a non-exhaustive manner and without any limitations as to their scope.

1.3

Where a provision of the Agreement prohibits a party from doing something, the prohibition shall be interpreted as broadly as possible and in any manner possible.

1.4

When the conjunction "or" is used in the Agreement, it is by default inclusive and includes the addition (both possibilities at the same time) as well as the alternative (only one of the two possibilities).

2. Representatives of the parties

2.1

Each party undertakes, where applicable, to ensure compliance with the obligations contained in the Agreement by their representatives, directors, employees, agents, consultants and other persons acting under their authority or control, and will, where applicable, be liable to the other party for damage caused by a breach by such persons of that party's obligations under the Agreement.

3. Scope of the modifications to the Agreement

3.1

The Agreement includes the entire agreement between the parties with respect to its subject matter and replaces all agreements, oral or written, entered into between the parties prior to the conclusion of the Agreement.

3.2

A party may only deviate from the provisions of the Agreement in a written statement signed or accepted by the other party. The provisions of the Agreement will apply subject to any such deviations established in writing.

3.3

Delays, inaction or negligence on the part of a party may only be interpreted as a waiver of any right or provision of the Agreement if expressly established in writing.

3.4

If any provision (or part thereof) of the Agreement is found to be void, invalid or unenforceable, the validity and enforceability of the remaining provisions (or other parts of that provision) of the Agreement will remain unaffected. In this case, the (part of) the void, invalid or unenforceable provision is automatically replaced by a valid and enforceable provision that reflects as closely as possible the purpose and intent of the original (part of) the provision.

3.5

The Company reserves the right to amend at any time any element of the provisions of the Agreement including misspellings, the wording of the provisions or headings, company identification data (e.g. the address of the registered office or place of

business, the company number, the contact email address, telephone numbers, etc.), the representatives' identification data (e.g. the names and email addresses of the contact persons) or opening and closing hours as long as the amendment does not result in a change of an essential obligation under the Agreement. The Company will inform the Customer of such amendment by publishing a new dated version of the text of the Agreement (or annex to the Agreement). The Customer will be deemed to have tacitly accepted said amendment by continuing to perform its obligations or to exercise its rights pursuant to the Agreement.

4. Independence of parties

4.1

The Agreement may not be interpreted as creating a partnership relationship of any kind (e.g. a commercial agency agreement, a franchise agreement, a concession of sale agreement, etc.) or an employment relationship of any kind between the parties.

5. Computation of time

5.1

Unless otherwise specified (e.g. under the term "business day/hour" or "working day/hour"), any reference in the Agreement to a day or time shall be construed as a calendar day or a full time, including non-business days and non-business hours.

5.2

The computation of time limits is set as follows:

- the starting date of the period shall be the date of the act, event, decision or notification which causes it;
- the last day of the deadline expires at 24:00;
- if the time limit is computed in business or working days or business or working hours, the time limit includes all days except days falling on a Saturday, Sunday or a public holiday of the country where the Company has its registered office and/or all hours except hours falling outside office hours which are set by default between 9:00 AM and 5:00 PM.

6. References to legislative and regulatory acts

6.1

Any reference to a legislative or regulatory act will be construed as a reference to that act as in force and applicable, and as amended, supplemented or replaced from time to time.

7. Force majeure

7.1

The Company will in no event be liable in the event of force majeure, i.e. a situation that is not attributable to the Company and that renders the performance of its obligations under the Agreement impossible, including (without limitation) the following situations: natural disasters, revolts, wars and military operations, national or local emergencies, storms, acts or omissions of the authorities, economic conflicts of similar nature, workers' actions, fire, telecommunication failures, third-party software bugs, as well as any act or negligence of persons or entities beyond the Company's reasonable control.

8. Exception to non-performance

8.1

Each party has the right to suspend the performance of its obligations as long as the other party fails to perform its own obligations.

9. Abuse of rights

9.1

Each party refrains from exercising a right under the Agreement in a manner that exceeds the limits of a reasonable use of that right.

10. Signature and delivery of documents

10.1

When a document (e.g. a contract or purchase order) must be signed by one party, the other party acknowledges that a document is validly signed (and can therefore serve as evidence in the event of a dispute before the competent courts) when the document is signed remotely:

- on separate copies which, when assembled, form a single original copy;
- in handwritten form on a copy that is then photocopied or in electronic form by text editing software.

10.2

The parties acknowledge the validity of the transmission between them of copies of signed documents in electronic form (e.g. by email) (and that such documents can therefore serve as evidence in the event of a dispute before the competent courts).

11. Termination for cause

11.1

Either party may terminate the Agreement without notice and without prior judicial intervention in any of the following situations:

- a material breach by the other party of any of its obligations under the Agreement and where such breach is not capable of remedy;
- a material breach by the other party of any of its obligations under the Agreement and where such breach is capable of remedy but is not remedied by the other party within fifteen (15) days following the written notice given by the party terminating the Agreement;
- if the other party is declared bankrupt or undergoing judicial reorganisation, is dissolved or put into liquidation or must be considered to be in a situation of suspension of payments.

11.2

The party terminating the Agreement for a material breach by the other party will interpret the materiality of the breach at its own risk subject to a subsequent decision by a competent jurisdiction.

12. Continuation of the provisions

12.1

The provisions of the Agreement that usually survive the end of a contractual relationship (e.g. the provisions relating to the protection of the Company's intellectual property and the extent of the Company's liability) continue to apply to the parties after the end of the Agreement (whatever the reason behind the end of the Agreement).

13. Resolution of conflicts

13.1

Any conflicts arising between two provisions applicable between the Company and the Customer must be resolved as follows:

- if the provisions concern the processing of the personal data of certain data subjects, the provisions of the data processing annex will prevail;
- as the case may be, the specific provisions of the offer issued by the Company and accepted by the Customer will prevail over the provisions of the Terms and Conditions.

14. Applicable law and competent jurisdiction

14.1

Any dispute arising out of, or in connection with, the formation, interpretation, execution or termination of the Agreement will be settled in accordance with Belgian law and will be submitted to the exclusive jurisdiction of the commercial court competent for the district where the Company's registered office is located.

Other questions?

At Osimis, we strive to be as transparent as possible when it comes to legal matters. Please contact us anytime with your questions.

[**Contact us**](#)