

TERMS AND CONDITIONS

Date: 11/12/2018

Definitions

Pronovix: PRONOVIX GROUP BVBA, a limited liability company established in 9971 Lembeke, Gravin Madeleine d'Alcantaralaan 57., Belgium; registered under the VAT number BE0674810687.

Service or Services: all of the services to be supplied by Pronovix.

Product: all of the to be delivered applications, diagrams, concepts, documentation, guidelines, charts or other supply items.

Article 1. Applicability

1. These general conditions (the "Terms") apply to all quotations of Pronovix to its customers and to all agreements between Pronovix and its Customers, unless modifications were agreed in written. These Terms and Conditions take precedence over the conditions of the Customer or any involved third party, even if such conditions have not been expressly protested by Pronovix.
2. All other conditions than these Terms, and any deviations from these Terms and Conditions, even if such changes originate from the representatives of Pronovix, must in order to be binding to Pronovix, be confirmed in writing by Pronovix.
3. Pronovix reserves the right to modify these Terms and Conditions. Changes to the Terms and Conditions will at least 1 month before they come into effect be made available to the Customer in a form chosen by Pronovix. The Customer has 14 days after publication of the amendment to notify Pronovix in writing that the Customer cannot subscribe to these changes, in which case the old Terms and Conditions will remain in force. If the Customer fails to respond or does not respond in time, the new Terms and Conditions will come into force.
4. Technical information in the format of brochures, charts, illustrations and the like are designed to generate a general impression about Pronovix, and are not binding.

Article 2. Quotation and order

1. Unless otherwise stated on the quotation, a quotation shall be valid for 30 days.
2. Any order that has not been subject of a written estimate is binding only if accepted in writing by Pronovix.
3. Potential agents and representatives have no power of representation. Orders taken by the aforementioned will only become final after a written order of Pronovix.

Article 3. Prices and Payment

1. Unless otherwise stated the prices of Pronovix are always quoted in Euro and are exclusive of VAT. Any increase in the VAT rate or other tax of any kind between the order and its implementation will be borne by the Customer.
2. Invoices are payable at the registered office, no later than 15 days after the invoice date, except as otherwise agreed in the offer.
3. Any late payment or non-payment is considered a contractual breach under Art. BW 1147. In this case, the amount of the invoice will be increased without warning or notice with a fixed penalty of 12% with a minimum of 150 EUR. Moreover, arrears of 1% per month will be charged. In the calculation parts of months will be counted as full months. Compensation and interest are payable regardless of any legal interest and costs.
4. Any non-payment of a bill before its due date will render claimable any other open bills that had

been prepared for the same customer.

5. Dispute of invoices is to be communicated to Pronovix in registered mail, with clear mention of the reason for the dispute, within 8 days from the invoice date. Such dispute will not relieve the Customer from its payment obligation.

Article 4. Delivery and Acceptance

1. Unless specifically otherwise agreed delivery times are indicative and not binding.
2. The delivery takes place through the performance of the Service and/or the provision of the Product and the notification by Pronovix that the Service has been performed and/or the product is ready for use. After delivery the Customer has the duty to verify and carefully test the Service and/or the Product and to report any shortcomings.
3. Unless otherwise agreed, the Customer has a period of 7 calendar days, commencing from the date of delivery to notify Pronovix of the total or partial acceptance or refusal of the service/product. Any full or partial refusal, by the Customer shall be done in adequately motivated registered letter. The absence of any response from the Customer within the in this article predetermined time limit, shall imply the approval of the service/product and the successful execution of the tests.
4. Hidden defects shall be reported within 5 days after their discovery. The Customer shall bear the risk if the Customer has failed to perform the necessary tests after delivery.

Article 5. Warranty and Liability

1. Although Pronovix will perform and/or deliver the Service and/or Product to the best of its knowledge and ability, Pronovix offers no warranty for the provided services or products, explicitly excluded is the warranty that the service or product will be suitable for a particular purpose.
2. Pronovix is not liable for any damage that is not directly and immediately caused by a proven intent or gross negligence.
3. Pronovix will never be liable for indirect - or consequential damages such as loss of income, third party claims, loss of data, etc. even if Pronovix was aware of the possibility of the occurrence of such damage.
4. The liability of Pronovix related to direct injury will be limited to compensation in kind by re-performance of the supplied Services and/or delivery of the Product.
5. Pronovix' Customer will indemnify Pronovix against all costs, including attorney fees, expenses, damages, claims, expenses and actions resulting from third parties in connection with acts of the Customer.
6. Both Pronovix' contractual and extra-contractual liabilities will in all cases be limited to fifty percent (50%) of the by the Customer actually paid amounts that were invoiced in the framework of the damaging service and/or product.

Article 6. Property rights

1. Pronovix retains ownership of all delivered code, configuration and texts until the invoice was paid in full by the Customer. At that time Pronovix transfers the full and unconditional intellectual property rights of the delivered product to the Customer. There are no additional fees for reuse by the Customer.

Article 7. Confidentiality

1. Pronovix undertakes to maintain the confidentiality of all information and data received during execution of the work. Pronovix takes all possible precautions to protect the interests of the client. The client will not give information to third parties about the approach, methods or quotation of

Pronovix or make available its reports, without prior consent from Pronovix.

Article 8. Suspension, cancellation, termination, severance

1. In case and as long as the Customer fails to fulfill any contractual obligation, Pronovix has the right to suspend the fulfillment of its obligations, without diminishing its other rights against the Customer.
2. Pronovix is entitled to terminate agreements with or without cause at its sole discretion through simple notification by registered letter, in such circumstances the obligation of the Customer to pay any outstanding amounts due and its right to compensation will remain undiminished where one of the following conditions occur: (a) if Customer, after written notice within 30 days for its contractual obligations (e.g. paying bills) fails to meet these obligations, (b) if Customer is in bankruptcy, insolvency or cessation of payments, if its credit has been damaged or in case of liquidation or dissolution of the Customer;
3. In the event of dissolution or termination of a contract or order by the Customer or by Pronovix after breach of the Customer, Pronovix will be automatically entitled to a fixed payable compensation for 20% of the value of the contract, Pronovix retains the right for a higher compensation when Pronovix proves that the actual damages incurred exceed this amount.

Article 9. Transfer - Subcontracting

1. The Customer may not transfer its rights and obligations under the Agreement in whole or in part to third parties, without the prior express written permission of Pronovix.
2. Pronovix reserves the right to entrust third parties with the full or partial implementation of the Agreement.

Article 10. Inadmissibility - Applicable law - Jurisdiction

1. Any dispute regarding the interpretation or execution of an agreement by the Customer must, on pain of inadmissibility, be brought within two (2) years after the onset of the underlying cause of action.
2. These terms and all agreements between Pronovix and the Customer are subject to Belgian law and under the jurisdiction of the courts of Ghent.
3. Customer acknowledges that the e-mail communications between him and Pronovix will legally be equivalent with written evidence.