

General Terms and Conditions of Domation BV.

Article I. Definitions and general description of services.

In these General Terms and Conditions, the following definitions shall apply:

- Domation BV: Domation BV with registered office located at Duivelshoekweg 2, 2610 Wilrijk, Belgium.
- Customer: the natural or legal person who has granted Domation BV the performance of the Service.
- Service(s): the services provided by Domation BV.
- Software: computer software, data collections (databases) and/or other publications recorded on and/or incorporated into electronic data carriers

These General Terms and Conditions apply to the products and services offered by Domation BV to its customers, unless mutually agreed otherwise in writing.

By accepting Domation BV's services, the customer expressly accepts that these General Terms and Conditions apply to its relationship with Domation BV. As a result, the customer waives its own general and special terms and conditions, even if they stipulate that only these are applicable. As mentioned above, these Terms and Conditions may be deviated from if this is agreed in writing and signed in any licence agreement and/or addendum.

If the customer uses and/or keeps any of Domation BV's products, or allows Domation BV to start a service at its own expense, this shall be sufficient proof of the customer's order, acceptance of these Terms and Conditions and authorisation to invoice the products and/or services in question.

Domation BV is only bound to execute after its explicit and written acceptance of an order/assignment.

Correspondence addressed to Domation BV should always be sent to the following address: Duivelshoekweg 2, 2610 Wilrijk, Belgium

Article II. Performance of services

The customer shall provide Domation BV with all information and documentation of any kind to enable Domation BV to perform the service entrusted to it carefully and properly. Domation BV cannot be held responsible for omissions, mistakes and/or errors resulting directly or indirectly from incomplete and/or incorrect documents, information and/or documentation on the part of the customer (or its appointees).

Domation BV is obliged:

- To perform the service carefully and to the best of its ability;
- To inform the customer as soon as Domation BV suspects or has knowledge that it will not be able to perform the service according to the agreed timetable.

The customer is obliged to enable Domation BV to perform the service during Domation BV's normal working hours, unless expressly agreed otherwise. The customer is also obliged to ensure that the location where and the conditions under which the service is to be performed by Domation BV comply with all applicable legal (safety) regulations.

Article III. Prices

Rates for Domation BV's services can be obtained by sending a written request to Domation BV.

Domation BV reserves the right to change its rates at any time. If rates are reduced, the reduction will take effect at the time of the change. If rates are increased, the customer will be notified by any means deemed appropriate by Domation BV. The implementation of a rate increase only applies to new agreements. An increase, as well as any reduction, cannot be applied to bids or contracts already signed which do not exceed the duration (from signing to end of the project) of two (2) years.

Validity of offers is maximum 1 month unless otherwise stipulated.

Service rates apply to performance during normal working hours. Supplements will be charged for services outside normal working hours. These can again be requested in writing from Domation BV.

All prices are exclusive of VAT unless explicitly stated otherwise.

Article IV. Conditions of access to services

By providing a password and an access code ('login'), Domation BV authorises the customer to connect to its services. The customer declares that it has knowledge of the operation of the services and of the Internet and accepts the rules in force for use on the Internet.

The right to connection applies only to the natural person of the customer. If the customer is a legal entity, only its employees and appointees have the right to connect. In all cases, the customer undertakes to have these General Terms and Conditions respected by any user exercising a right of access.

The contract cannot be transferred or assigned without Domation BV's prior written consent.

Article V. Customer code of conduct

It is forbidden to use Domation BV's services for purposes other than those permitted, in particular:

- The customer undertakes to always respect the legislation in force when sending data via or to Domation BV. It is forbidden to transmit data which are - among other things but not exclusively - unlawful, inaccurate, obscene or insulting, which violate public order and/or morality, which infringe the users' private life or incite racial hatred and xenophobia.
- The customer undertakes to respect the intellectual rights, including copyrights, of third parties and Domation BV.
- The customer undertakes not to send unsolicited messages ('spamming'). The customer shall not attempt to break into ('hack') Domation BV's system or any other system. Using Domation BV's services for computer fraud or attempts to do so is prohibited.
- Breach of confidentiality, impairment of the integrity and availability of information technology systems and the data stored, processed or transmitted by these systems, or attempts to do so.
- Actively or passively endangering the use or capacity of the services for other users, in particular by generating large amounts of unjustified traffic ('flooding', 'spamming') or attempts to do so.

Under no circumstances can Domation BV be held responsible for the behaviour, lawful or unlawful, of customers or third parties, whether or not their actions make use of Domation BV's services.

Article VI. Private life and confidentiality

The customer undertakes to preserve the confidential and secret nature of the customer's password and access code and not to pass them on to third parties. Any use of the identifiers is the sole responsibility of the customer. If the customer's password or access code is lost, stolen or used fraudulently, the customer must change it using the tools provided by Domation BV for this purpose, or notify Domation BV within the shortest possible timeframe. Such a notice must be confirmed in a registered letter. The customer's responsibility will only expire on the working day following the day Domation BV receives this registered letter.

Data of a personal nature relating to customers are included in Domation BV's databases and processed:

- in the context of executing the contract;
- in the context of realising informative activities or promoting Domation BV's products and services.

Whenever there is a change in the customer's administrative details, the customer will inform Domation BV immediately. Failing this, Domation BV will be entitled to terminate the contract immediately and automatically, without prior notice of default or judicial intervention.

Article VII. Customer's responsibility

Only the customer is responsible for the content it enters and distributes via Domation BV's services and for the way the customer uses Domation BV's services in general. The customer indemnifies Domation BV against all claims or demands from third parties who invoke a violation of their rights because of the information the customer disseminates, due to the customer's use of Domation BV's services in general, or as a result of measures taken by Domation BV to put an end to this invoked violation.

Only the customer is responsible for any damage, direct or indirect, material or immaterial, caused by the customer or one of its appointees, to Domation BV or to third parties. The customer undertakes to reimburse Domation BV for any request, claim or order for compensation, of which Domation BV is the object, as a result of noncompliance with the contractual provisions or these Terms and Conditions or of the behaviour or messages that the customer and/or one of its appointees shall have disseminated on the Internet.

The customer declares that it has all necessary permissions for the content it distributes, for the whole world and for the entire duration of the distribution or insertion. The customer declares that it will respect the applicable legal provisions.

Article VIII. Limitation of responsibility of Domation BV

Domation BV is not responsible for the integrity of the data stored on its servers, nor for the content of communications addressed to or originating from the customer, unless these communications originate from Domation BV.

Domation BV undertakes to make every effort to provide the customer with access to its services. However, Domation BV neither explicitly nor implicitly guarantees that the capacity of the service will meet the customers' expectations or needs, unless a provision in an applicable Service Level Agreement states otherwise. Domation BV does not take any responsibility regarding the telecommunication methods used by the customer to connect to Domation BV's services.

Domation BV does not guarantee and is not responsible for the services offered or for the information distributed through its intervention, or for the use made of its services. Domation BV is not responsible for transactions entered into between the customer and a third party. Domation BV is under no circumstances a party to any agreement entered into between the customer and a third party, unless otherwise stipulated.

Domation BV is not liable for the deletion or non-receipt of email messages or any other information or the failure to retain email messages or any other information by the customer itself.

Except in the case of intent or gross negligence, Domation BV cannot be held liable for any damage, errors, interruptions, omissions, theft or destruction of data that may occur during the provision of its services.

In the event of Domation BV being held liable, such liability shall in any case be limited to repairing the direct damage, provided it is proven.

The customer alone is responsible for the transmission of confidential data carried out through Domation BV's services.

The customer shall take all necessary measures to protect the confidentiality and integrity of its data. Domation BV is not responsible for the disclosure of confidential data stored on its computer system. The customer shall also ensure the protection of its data, software and computer and telecommunication systems against

any viruses circulating on the Internet, and other forms of risk.

Domation BV reserves the right to have the receipt of emails blocked by its servers if those emails originate from servers that are not protected against 'open relay', i.e. servers that forward emails that are not intended for them and thereby enable the sending of a large quantity of unsolicited emails.

Domation BV will be obliged to repair the damage caused by it and duly proven by the customer.

Excluded are:

- Compensation by Domation BV for all other direct and indirect damages not caused by Domation BV; financial and commercial losses; loss of profit, increase in overheads; disruption of planning; loss of anticipated profit; capital; clientele; etc.
- Compensation for all direct and indirect damage caused by the use of the delivered product itself.
- Compensation for damage caused in whole or in part by equipment or software supplied or created by third parties, or by any other element present on the customer's premises, or brought into the customer's premises after the conclusion of the agreement.

Article IX. Force majeure

Neither the customer nor Domation BV are responsible for any damage caused by the non-performance or delay in the performance of the obligations arising from the contract due to a case of force majeure, as commonly recognised in case law.

The risks associated with the equipment pass to the customer at the time of delivery of the equipment by Domation BV. The customer shall insure the risks at its expense.

The parties shall not be liable for the consequences of force majeure, coincidence, interruption or delay of deliveries by the manufacturer or Domation BV's supplier.

Article X. Suspension and termination

If the customer seriously fails to fulfil its obligations, in particular in the case of a clear violation of the law or a violation of the rights of third parties, and if the customer does not respect the code of conduct (Article V), Domation BV may block the customer's access to the network and third parties' access to the relevant content with immediate effect. The customer will be notified of this blocking by email and/or post and given notice that it is in default in terms of fulfilling its obligations. If, within a period of five (5) working days from the date of sending the notice of default, the customer has not fulfilled its obligations and has not formally agreed to fulfil them in the future, Domation BV will be entitled to terminate the agreement. Termination of the agreement does not give the customer any right to compensation or indemnification.

If Domation BV receives a complaint from a third party alleging that use made by the customer of Domation BV's services infringes any of the third party's rights, Domation BV will send the customer a notice of default by email or letter. If the customer fails to respond within five (5) days, Domation BV may, at its discretion, suspend the customer's access to its services without this entitling the customer to compensation. If the customer responds to the complaint within five (5) days, Domation BV will be entitled to communicate to the third party the documents sent by the customer for justification. If the third party considers that the documents are not satisfactory, Domation BV will have the right to suspend the customer's access to its services, without entitling the customer to compensation. This provision will apply regardless of the content against which the complaint has been made.

In the event of a repeat, Domation BV will have the right to suspend access to Domation BV's services with immediate effect and without prior notice of default, without this entitling the customer to compensation. Domation BV will also be entitled to terminate the agreement with immediate effect and without prior notice of default, without this entitling the customer to compensation.

The customer against which the measures mentioned in this article (ArticleX) have been taken shall be notified within a reasonable time. Domation BV determines the conditions under which the customer can regain access to Domation BV's services.

Domation BV may, without prior notice, suspend access to all or part of its Services in the event of force majeure, events beyond Domation BV's control, maintenance work and breakdowns. Under no circumstances will the interruption lead to a right to compensation. Domation BV will endeavour to inform customers of interruptions within a reasonable time, in any manner Domation BV deems appropriate, and will also endeavour to minimise the duration of the interruptions.

Domation BV reserves the right to take all appropriate measures against its customers, up to and including suspending customers' access to its services or third parties' access to the information disseminated by the customer, if the integrity of its services and the proper functioning of its network are compromised. Domation BV will inform the customer of this by all appropriate means.

Article XI. Hardware/software

Without prejudice to what is stated in Articles 1641 to 1648 of the Civil Code and the Act of 25 February 1991 regarding the responsibility for defective products, the guarantee provided by Domation BV does not go beyond the manufacturer's guarantee on the products supplied by Domation BV.

To the extent that the software is made available by Domation BV to the customer as part of the provision of its services, Domation BV grants the customer a licence for use that includes all acts necessary for the proper performance of the contract.

Article XII. Service guarantee

Domation BV will always endeavour to meet requests for services sympathetically. The availability of services is guaranteed to the extent expressly included in an agreement signed by both parties, for the duration of that agreement and in respect of the products expressly specified therein. The same applies with regard to the availability of spare parts, on the understanding that if the customer refuses to purchase the spare parts included on a list of spare parts necessary for the further maintenance of the product whose (prompt) delivery can no longer be provided, Domation BV shall be relieved of any further service obligation with regard to that product by such refusal.

Availability of services outside working hours is only guaranteed insofar as this was included in an agreement concluded between the two parties.

Article XIII. Retention of title

The equipment and parts thereof delivered by Domation BV remain the property of Domation BV as long as the customer has not paid in full the principal amount and any interest and/or one-off payments. Domation BV can invoke the retention of title without prior service or notice of default. The customer shall bear any costs in this regard. The customer hereby grants Domation BV the right to collect the delivered products or software wherever they may be at any time. The customer hereby undertakes to give Domation BV the relevant products or software immediately and to give Domation BV access to the relevant premises to the extent necessary. Without Domation BV's cooperation, the customer is not authorised to transfer to third parties ownership of the equipment or parts thereof that have not yet been paid for in full, or to provide third parties with any security right in the broadest sense of the word, on pain of the sale price becoming immediately due and payable, and without prejudice to Domation BV's rights from the aforementioned retention of title.

With the agreement of the end user and customer, Domation BV's realisations that have come about as a result of Domation BV's services may be included in Domation BV's portfolio and/or publications.

Article XIV. Intellectual property law

Domation BV reserves all possible rights to the developed software. The customer receives a right to use the software, which is non-transferable and non-exclusive, under the Terms and Conditions of the software developer.

The customer and its appointees are not entitled to make adjustments or changes to the software unless this is expressly agreed between the customer and Domation BV in a licence agreement.

The customer also does not have the right to distribute the software to third parties or allow it to be used by third parties, even if the source code is located on the customer's premises.

The customer has the right to make copies only to the extent that this has been expressly authorised in a licence agreement.

The customer guarantees that the software and the information provided with it are and will be considered trade secrets of Domation BV or the software developer.

If the customer fails to comply with its obligations under this article, it shall be liable to pay compensation for all damage caused by this breach.

In addition, Domation BV has the right to terminate the agreement without notice of default.

Article XV. Product warranty

The customer may only invoke the warranty obligations entered into by the manufacturer, importer or main distributor directly vis-à-vis end-users, and only for the duration determined by the aforementioned parties.

The customer will bring the products to Domation BV's maintenance service at its expense, unless an on-site warranty is provided by the manufacturer as standard for the products concerned.

➤ ON HARDWARE:

The warranty covers material and construction defects, and is limited to repair or replacement of defective parts at Domation BV's discretion.

In the event that parts are delivered for further assembly, the customer shall only market the products into which they are integrated after the necessary tests have been performed, and shall indemnify Domation BV against any claim for damages brought by third parties as a result of non-conformity of the products delivered by it. The parts and spare parts supplied by Domation BV will be new or equivalent. The replaced parts become the property of Domation BV.

➤ ON SOFTWARE:

If software was developed by Domation BV at a fixed price, Domation BV will provide free 'debugging services' during the tuning period (1 month from the date of installation of the software).

If the software was developed as time work, all services (including debugging services) during the tuning period will be charged at the time rate applicable at that time.

On software not developed by Domation BV, the warranty granted by the software developer applies.

➤ LIMITATIONS:

Under no circumstances are interventions covered which result from any cause not connected with the delivered goods, such as:

- Improper or abnormal use or operation; negligence by the customer or its appointees; fire; defects in the electrical installation and wiring; falling or insertion of foreign objects; accidents; vandalism; use in dusty atmosphere; static electricity; inappropriate environment; noncompliance by the customer with location specifications;
- Any repair or maintenance, any adaptation or modification by persons not authorised in advance in writing by Domation BV. Moreover, the customer bears all risks for any resulting damage.
- Force majeure situation defined in Article IX.
- Irregular operation of equipment, to which the delivered products were connected.
- Damage or defect caused by software, interfaces, or the use of media and/or consumables, which were not provided by Domation BV.
- Damage to paint, scratches on the device or its parts.
- Restrictions set by the manufacturer or Domation BV.
- Any return shipment to our address (see Article I) without our prior written consent.

Also not covered: replacement or repair of parts the normal life span of which is shorter than the warranty period because of their rapid wear and tear (e.g. lamps, cathode ray tubes, etc.); the replacement and/or cleaning of media and operating supplies such as, but not limited to, floppy disks, print ribbons, print heads; changing the characteristics, adding or removing parts.

In all such cases, in addition to the time and costs spent on them, spare parts will be invoiced at the rates and prices applicable at Domation BV at the time.

The customer alone is responsible for the suitability of the equipment and/or software to obtain the results it intends. In case of wrong product choice or faulty product specification on the order form by the customer, Domation BV can under no circumstances be obliged to take back or exchange the unsuitable product, unless this product was suggested by Domation BV.

When Domation BV installs or provides services related to the Internet, Domation BV can under no circumstances be held responsible for the consequences of using the Internet, nor for 'hacking', misuse of information, damage or loss of data and their compliance with existing legislation and regulations, quality of the telephone connection or the leased line, etc.

The provisions above reflect Domation BV's exclusive warranty undertakings.

Article XVI. Reconstruction of data

The customer alone is responsible for establishing procedures that allow it to reconstruct lost or modified files, data or programmes at any time, regardless of the cause of the loss or modification.

At the very least, the customer should have the necessary backup copies of its computer programmes, files and data available at any time.

Regarding computer viruses, Domation BV's responsibility is limited to installing anti-virus software if the customer expressly orders this from Domation BV. Domation BV can never be held liable for computer viruses in the customer's system and their consequences.

Article XVII. Delivery and payment

The delivery period is stated for indicative purposes only. Any overrun of the delivery period does not entitle the customer to compensation or termination of the contract.

Furnishing and modification of the location(s) where the equipment is set up are at the expense of the customer, who is liable for all damage to equipment and/or software, as well as for additional costs incurred by Domation BV as a result of untimely, incorrect or faulty performance. Invoicing shall be from the date of delivery, as appropriate preceded by the payment of an advance / multiple advances.

Any complaint regarding the delivery, condition, operation or conformity of the equipment and/or software must be made known to Domation BV by registered letter within 8 working days of delivery, on penalty of forfeiture.

However, complaints regarding quantity and/or visible damage or shortcomings must be noted on the carrier's delivery document immediately upon delivery.

If no written objection to an invoice has been received within 8 working days of its dispatch, this shall imply irrevocable acceptance of the invoice and the products and services mentioned therein.

All payments must be made in cash without any deduction or set-off, no later than the time of delivery, unless otherwise agreed in writing.

If the term of payment is exceeded, interest shall be payable ipso jure by the mere passing of the due date (in accordance with Article 1139 of the Civil Code) at a rate of 1% per month, each new month counting as a full month. In the event of default in payment, Domation BV may, after notice of default, cancel or suspend ongoing agreements until full payment has been made, without prejudice to Domation BV's right to compensation. All judicial and extrajudicial collection costs shall be borne by the customer and shall be payable by the mere passing of the due date. The damages clause is set at 15% of the amount due, with a minimum of EUR 125.

Article XVIII. Duration, end of contract and breach of contract

If a force majeure event interrupts Domation BV's services for more than one (1) month, either party may decide to terminate the agreement with fifteen (15) days' notice. Notice of termination must be given by registered letter.

In the event that Domation BV is required by Belgian or European laws, regulations or case law to adjust the prices or the content of the contract, or to terminate the contract, Domation BV will inform the customer of this by email and/or letter and will be able to terminate with 15 days' notice. The parties agree that no damages can be claimed in such cases.

If the customer cancels all or part of its order or fails to take delivery of all or part of the goods or services, Domation BV is entitled to demand the dissolution of the contract or its fulfilment.

The conventionally agreed compensation to be paid to Domation BV is 15% of the value of the order or the non-fulfilled part of it, on the understanding that Domation BV can prove the actual damage by all legal means if it is more.

Domation BV can terminate the agreement without notice of default in the event that the customer has applied for a moratorium, or is in a state of bankruptcy, liquidation or manifest insolvency.

Article XIX. Evidence

Domation BV and the customer agree that microfilms, microfiches, photocopies, telexes, faxes, emails, or electronic records established by Domation BV can serve as written evidence and are deemed original documents.

Article XX. Disputes

Unless specific terms apply to the contrary, any complaint regarding the invoices or Domation BV's services and goods must be reported in writing within eight (8) days of the fact that gave rise to the complaint. After this deadline, the complaint will be considered inadmissible.

This contract is governed by Belgian law.

Any dispute relating to this contract that cannot be settled amicably shall be settled by the Belgian courts with jurisdiction for Domation BV's registered office.

The contracts are subject to Belgian law with the exclusion of the Vienna Convention on Contracts for the International Sale of Goods.

Article XXI. General provisions

These General Terms and Conditions, as well as the characteristics of the services offered to the customer, are subject to change. Domation BV will inform customers of these changes by a notice on the homepage and/or by email.

Deviation from these Terms and Conditions is only possible if agreed in writing and signed in a licence agreement and/or addendum between the customer and Domation BV.

A provision of the General Terms and Conditions that is invalid or inapplicable does not affect the validity of the other provisions. Any invalid clause will be replaced by another appropriate clause.

Only the Dutch version of the General Terms and Conditions are authentic and legally valid.

Domation BV's failure to exercise any of its rights shall not constitute a waiver or forfeiture of such right, and shall not prejudice any other right of Domation BV under the agreement.