

# GENERAL TERMS AND CONDITIONS OF SALE

## 1. PURPOSE

**1.1.** This document defines the general terms and conditions for all relations between the company EPIC Agency SRL whose registered office is at Rue Wiertz 38 box 12, 4000 Liège, registered with the Crossroads Bank for Enterprises (B.C.E.) under no. 0812.258.994 (hereinafter 'EPIC') and its Clients. They apply to all the goods and services provided by EPIC. They take precedence over any other clauses and conditions appearing on orders or documents from the Client. They cannot be waived unless both parties give their explicit consent.

**1.2.** These general terms and conditions will be considered to be known and accepted, either by the Client's signature on any document referring to them, or by the absence of any written objection from the Client within 8 days of receipt of the first document that brings them to its attention. They cannot be disputed if commercial relations are pursued.

**1.3.** The Client declares to have acknowledged these general terms and conditions as soon as he/she uses the website [www.epic.net](http://www.epic.net) or simply by placing an order.

**1.4.** These general terms and conditions may be modified at any time and will be applicable to any order placed after the date of modification, including any order related or in addition to an earlier order.

## 2. OFFERS AND QUOTES

**2.1.** Our offers and quotes are given purely as an indication. They are valid for 30 days maximum from the date the quote is issued, unless explicitly state otherwise. The prices mentioned in offers, quotes and/or purchase orders are the prices applicable on the date of the offer, excluding VAT.

**2.2.** Our offers and quotes are drawn up based on the information provided by the Client. Prices are likely to be revised based on any changes to this information.

## 3. LEAD TIMES

**3.1.** Unless otherwise stated on the purchase order, the lead times stipulated for assignment completion are to be considered purely as an indication.

**3.2.** Should the Client require any changes during order execution, the delivery time may be extended, and the agreed price increased. Furthermore, the lead times agreed will be extended by any delay in the Client providing the elements necessary for the assignment to be completed by EPIC, or in paying the agreed price.

**3.3.** A delay in the services can under no circumstances result in the cancellation of an order and/or termination of this agreement. Should EPIC breach the agreement and the client be able to demonstrate a loss of revenue directly attributable to this breach, EPIC may be liable to pay compensation of no more than 30% of the project value.

**3.4.** Should staggered services have been planned, each one must be considered as a separate contract so that the events that affect one service remain without effect on a later service.

## 4. ORDERS

**4.1.** For any order, change to this order or additional work, the Client must draw up a purchase order in writing that will be confirmed by EPIC if it accepts. Any specific service requested (website modification, customisation, etc.) or any related change must be provided in writing to EPIC at least 10 days in advance. Otherwise, EPIC will under no circumstances be liable for any failure.

**4.2.** Any order placed by the Client is irrevocable, unless explicitly agreed otherwise by EPIC.

**4.3.** The purchase order may be modified by EPIC if precise completion of the service requested includes elements that were not planned when it was drafted.

**4.4.** In the absence of precise, prior instructions from the Client, EPIC reserves the right to make the changes, alterations, etc. that it deems necessary.

**4.5.** EPIC must be notified of the termination of an order in writing by the Client. Should an order be terminated for any reason, under all circumstances the payment planned must be made to EPIC based on the services already carried out or the project's progress, including any expenses incurred with third parties (subcontractors, suppliers, etc.), without prejudice to EPIC's right to claim full compensation for any damages. This article applies to any termination, whether or not it takes place before or during execution of the assignment entrusted to EPIC.

**4.6.** EPIC is only subject to an obligation of means as part of its services. EPIC's liability can only be incurred in the event of a serious breach and will under all circumstances be limited to a maximum amount equivalent to 30% of the estimated cost excluding VAT in the quote approved by the Client. Under no circumstances can EPIC's liability be incurred if there is a problem relating to the Client's work environment.

## 5. PAYMENTS

### 5.1. Down payment:

Unless otherwise stipulated in the offer or the purchase order, and explicitly agreed by EPIC, a down payment of 30% of the value of each order must be paid when it is confirmed, with the balance paid according to the invoicing policy as the services progress.

### 5.2. Terms:

All our invoices are payable to the EPIC headquarters, within 30 days or by the due date shown on the back of the invoice, net and without discount.

### 5.3. Late payment interest and penal clause:

Any sum that has not been paid by the due date will be increased, by right and without prior notice, by a contractual late payment interest of 1.5% per month from the invoice due date until full payment has been made. Any month that has begun will be considered as a full month for calculating interest. Any sum that has not been paid by the due date will also result in the charging, by right and without prior notice, of a flat-rate fee of 12% of the sum in principal, interests and costs, with a minimum sum of €50 per invoice, without prejudice to the contractual interest referred to in the previous paragraph, and any procedural costs and compensation that may be due.

### 5.4. Right of retention:

Should the down payment or balance not be paid under the terms agreed, the work, supplies, merchandise or services may be retained as security for the sums due.

### 5.5. Acceleration clause:

Should payment not be made when due, by right any other sums due from the Client will be payable. Claims do not suspend the Client's obligations to pay for other deliveries.

## 6. DELIVERIES AND RISK TRANSFERS

**6.1.** In cases where a physical delivery is made (e.g. printed documents or similar), the products will be shipped at the Client's expense and transported at its risk. The risks are the Client's responsibility as soon as the order is confirmed pursuant to the article relating to orders, even when we provide the transport. For services to be provided, the Client is responsible for travel expenses and other costs for the persons involved.

**6.2.** Unless otherwise agreed by the parties, documents, merchandise, projects, etc. belonging to the Client that are on EPIC's premises are there at the Client's risk. The latter explicitly releases EPIC from any miscellaneous liability, in particular in the event of total or partial loss for any reason whatsoever.

## 7. ACCEPTANCE AND CLAIMS

**7.1.** The delivery of goods or services will be considered compliant and accepted by the Client unless a claim or rejection is made by registered letter within 7 days of the delivery. If applicable, if the Client fails to take delivery, the 7-day period starts from receipt of the invoice. In the absence of any dispute according to the aforementioned rules, the Client will be considered to have unconditionally accepted the product or service delivered and the invoice.

**7.2.** The use of part of the supply (goods or services) by right means acceptance of the whole supply. Defects in part of the delivery/service do not entitle the Client to refuse the whole delivery/service.

**7.3.** In this case, EPIC's liability is limited to reimbursement of the price of the non-compliant part of the service or replacement of it, and cannot give rise to any compensation, in particular resulting from legal provisions with which the Client must comply.

**7.4.** In general, and unless explicitly stated otherwise, EPIC declines any responsibility for loss or damage of any kind whatsoever (direct or indirect, material or immaterial) resulting from execution of the Contract and/or the use of its website. Under no circumstances can EPIC be held liable for indirect damage, in particular, the loss of data, hardware and software or time, financial or commercial damage, profit loss, the increase in general costs, etc.

## 8. SUSPENSION OF OBLIGATIONS

**8.1.** Should the Client fail to either execute its obligations that are necessary for the smooth execution of the assignment entrusted to EPIC, or to pay the invoices under the conditions stipulated in article 5, EPIC may suspend the execution of its obligations without this suspension constituting termination.

**8.2.** When the Client's obligations have been fully executed, EPIC will be free to resume the execution of its contractual obligations, without prejudice to price changes and the lead times potentially arising as a consequence. Furthermore, should the non-execution mentioned in the first paragraph continue either fully or in part for a period of 45 days following notice, EPIC may consider this agreement to be terminated by right to the sole prejudice and detriment of the Client.

## 9. GUARANTEES

**9.1.** Notwithstanding the payment terms provided for contractually or pursuant to these general terms and conditions, any deterioration of the Client's credit may entitle EPIC to require guarantees or early payment, before the execution of the orders received.

**9.2.** The Client guarantees EPIC against any third-party claims relating to works, documents, information, or elements that it has provided for the execution of our assignment.

**9.3.** All visual and textual content is reproduced at the Client's sole liability, as it undertakes to obtain all authorisations for reproduction. The Client will be liable for all the costs and compensation that may result from its negligence in this matter.

**9.4.** EPIC cannot under any circumstances be considered as responsible for the content and form of the advertising message that is the Client's responsibility relating, in particular to the law of 14 July 1991 on the practices of trade and information and consumer protection (incorporated in Book VI of the Belgian Economic Law Code).

## 10. INTELLECTUAL PROPERTY RIGHTS

**10.1.** Unless otherwise stipulated explicitly, EPIC remains the sole owner of copyrights and related rights to works and services carried out within the framework of the assignment entrusted to it. The same applies for any other item subject to literary, artistic and industrial ownership.

**10.2.** The Client can under no circumstances exploit, use or modify any part of the aforementioned creations, without EPIC's prior and written authorisation, for the duration of the contract until it expires. Any transfer of the aforementioned rights must be subject to a separate agreement. The transfer of intellectual property rights allowed to the Client by EPIC for works created during the contractual period of collaboration does not include, unless stipulated explicitly, the transfer of rights for use by the Client beyond the contractual period of collaboration.

**10.3.** The original media of the products and services ordered (in particular, but not exhaustively, drafts, drawings, photos, films, pictures, logos, visuals, graphics, texts, etc.) remain the property of EPIC, which, unless otherwise stipulated, may be destroyed or deleted 2 years after product delivery.

## 11. CONFIDENTIALITY

At the Client's request, a confidentiality agreement may be signed.

## 12. FORCE MAJEURE

**12.1.** In general, cases of force majeure are considered to be all circumstances that prevent, reduce or delay execution of the order or which cause excessive hindrance to the execution of our obligations.

**12.2.** Cases of force majeure release EPIC from all responsibility and offer it the possibility, depending on the case, to either reduce its obligations, to terminate the contract or to suspend its execution without being liable for any compensation.

**12.3.** The following are considered as cases of force majeure, without this list being exhaustive: unfavourable weather conditions, technical problems, IT problems, accidents, denials of access and administrative or contractual refusals, illnesses or unavailability, strikes, company occupations, wars, protests or any other state of emergency.

## 13. DISPUTES AND APPLICABLE LAW

**13.1.** Any dispute will be exclusively dealt with by the courts of Liège, even in cases of appeal or plurality of defendants. EPIC does, however, reserve the right to choose the court jurisdiction of the Client's registered office. Any potential dispute relating to the Terms and Conditions will be first, and insofar as possible, settled amicably.

**13.2.** Belgian law will apply.

## 14. INVALIDITY OF A CLAUSE

**14.1.** If a provision in these Terms and Conditions is invalid or contrary to a mandatory rule or public policy, this will not affect the validity of the other provisions of these Terms and Conditions, nor the Contract as a whole. EPIC will make every effort to replace said provision with another valid and compliant provision which, given financial, legal and commercial limitations, may achieve the same goals as the clause that was declared invalid or contrary to a mandatory rule or public policy.

**14.2.** Failure to exercise a right under these Terms and Conditions or tolerating the non-execution or a breach of one of these provisions cannot under any circumstances be considered as permanently foregoing this right or any resulting claims.