

## **GENERAL TERMS & CONDITIONS (Platform sales)**

These General Terms and Conditions, as well as any document expressly incorporated into this document by reference, forms part of a legal agreement (“Agreement”) between International Business Renaissance SPRL, a private limited liability company incorporated under the laws of Belgium, with registered offices at Square des Latins 47/3, 1050 Brussels (Belgium), company number 0668.896.459, VAT BE0668.896.459 (“We” or “Us”, as well as other derivatives thereof), and the customer as identified in the order form (“You”, as well as other derivatives thereof). These terms and conditions of use govern all offers for sale and sales of products and subscriptions to software (SaaS) by Us. Your general terms and conditions are explicitly excluded, even if they indicate otherwise.

We or You may hereafter be referred individually as “Party”, or together as “Parties”.

If you have questions or comments about these terms and conditions of use, please contact Us at the following e-mail address: [info@timbtrack.com](mailto:info@timbtrack.com)

We may modify this Agreement from to time, subject to simple notice in writing, it being understood that the modified version shall only apply to future sales.

### **ARTICLE 1 – GENERAL**

This Agreement sets forth the rights and obligations of the Parties regarding the purchase and sale of Our products and subscriptions. The products can be purchased offline or online via Our website <http://www.timbtrack.com/>.

### **ARTICLE 2 - APPLICATION**

You enter into this Agreement, and the sale is completed, by accepting Our offer. The acceptance can take place by clicking a box indicating acceptance when it is presented to You or by placing an order by means of any form of acceptance of an order form. The placement of any order on Our website requires Your unconditional and unequivocal acceptance of this Agreement. In case You purchase a subscription to our software platform (SaaS), You may also have to accept end-user conditions in relation to the service to which you subscribe.

### **ARTICLE 3 – AVAILABILITY OF PRODUCTS AND SUBSCRIPTIONS – PRICES - PAYMENT**

- A. The products, subscriptions to software and their prices are valid as they are shown on Our website or Our pricelist, within the limits of availability and subject to any conditions that may be mentioned therein.
- B. In the event where a product within an order is not available, We shall notify You by email or telephone. You shall be offered the opportunity to cancel the applicable order.
- C. In the event where the unavailability has been established and communicated after we have obtained Your payment, We shall immediately upon cancellation refund the paid amounts using the same payment method. You shall be informed of this by email. The time period required for the refund depends on the payment method that You have used.
- D. If You pay in arrears, all amounts due to Us are payable on the banking account mentioned on the invoice within 30 days as from the invoice date.
- E. Every complaint relating to an invoice must be sent to Us, by registered letter with proof of delivery, stating the date and number of the invoice, within 8 working days as from the receipt. After the expiration of this time, the invoice will be considered as having been finally accepted by You, and no further complaint whatsoever will be taken into account. Under no circumstances shall a complaint justify suspension of payment. The foregoing is without prejudice to the mandatory rights if You are acting as a consumer, under the applicable law.

### **ARTICLE 4 - DELIVERY**

- A. The orders are delivered at the delivery address specified by You.
- B. We shall make reasonable efforts to deliver the orders. Nevertheless, We cannot be held responsible for loss or damage. Risk is transferred when we hand over the product to our shipping agent. Ownership is transferred on full payment.
- C. We strive to process the order within the shortest possible time. The delivery period of 30 days after the conclusion of the sale is a target date and purely indicative. Under no circumstance can We be held responsible for any delay in the delivery of the products, nor for the damage that could result from late delivery.

D. If the product(s) is/are not delivered at the delivery address within 30 days after the confirmation of the shipment, it is Your responsibility to contact Us within 7 working days following the expiry of this 30-day period. Complaints will no longer be admissible after the expiry of the aforementioned 7-working days' period.

#### **ARTICLE 5 - WARRANTY**

A. We guarantee, for a period of 3 months following delivery, that the products or software that We offer for sale or subscription functions substantially in conformity with its specifications and that it contains no defects that would make normal use of the product impossible or dangerous.

B. You shall take all necessary measures to verify the delivered products and in the event where the products supplied would be visibly damaged or incomplete, or in the event of any visible error, You shall be obliged to refuse the products on delivery. Every complaint relating to the products as delivered must be sent to Us in writing within 7 working days as from the receipt, with a reference to the delivery note. At the end of this period, the products will be deemed to have been finally accepted by You and no further complaints will be taken into consideration, without prejudice to the mandatory rights of the Customer acting as a consumer.

C. You shall inform Us about any complaints related to other defects within 3 months after delivery of the products. Such notice shall be sent in writing within two weeks after You have noticed the defect.

D. If Your complaint is substantiated, Our obligations shall, at Our choice, be limited to (free) repair of the defect, replacement of the defective product or reimbursement of the price received from You in connection with the products.

E. We shall not be liable for any defect or other claim which arises from abnormal usage, misuse, negligence, accident, abuse, use that is not in accordance with standards of proper practice and/or the documentation supplied by Us, or any other defect resulting from negligence or breach of the Agreement by You.

## **ARTICLE 6 - LIABILITY**

- A. In all cases where We are held liable, to the largest extent permitted by law, any indemnity that has to be paid by Us shall be limited to the amounts that You have actually paid for the products.
- B. We will not be liable, either contractually or extra-contractually, in any circumstances, for indirect damages, such as (but not limited to) loss of production, loss of profits, loss of revenue, loss of business, loss of data, loss of goodwill or opportunity, or any other indirect loss or consequential damages.
- C. We cannot be held liable in case of force majeure, such as (but not limited to) disruption or cessation of transport, mail or communication services, flooding, fire, etc.
- D. Nothing in this Agreement shall limit the rights of consumers under article 1649*bis*-1649*octies* Belgian Civil Code or under other mandatory laws concerning consumer protection. This legislation shall always prevail on the contradicting provisions of this Agreement.

## **ARTICLE 7 – INTELLECTUAL PROPERTY RIGHTS**

- A. Except as expressly stated otherwise, each Party remains owner of its intellectual property rights. We explicitly reserve all Our intellectual property rights, including any patents, trademarks, trade names, copyrights, drawings, models, software and know-how, which are and remain Our exclusive property.
- B. The sale of a product or a subscription to a software will never result in the transfer of any intellectual property right whatsoever to You. In case any software would be subscribed to by You, the use of the software shall be allowed under the terms and conditions of the license or use agreement that forms part of the use of this software.
- C. You shall not use Our name, logo or any other identification marks for the purpose of advertising or publicity without Our prior written consent.

## **ARTICLE 8 – PRIVACY**

- A. In relation to Your Use of the Timbtrack Platform, We require some information in relation to You and Your Users.
- B. We shall process this data for purposes of client and user (access) management based on the contractual necessity. Without this information, this Agreement cannot be performed.
- C. Your information shall not be shared with third parties, except processors acting on Our behalf. Your information will be stored for a period of 10 years following the termination of the Agreement.
- D. You have a free right of access and rectification or erasure in relation to any personal data relating to You, as well as a right, free of charge, to opt-out of direct marketing related processing. As from 25 May 2018 You will have additional rights, such as the right to data portability, the right to object to processing, the right to lodge a complaint with the supervisory authority.

#### **ARTICLE 9. MISCELLANEOUS**

- A. No relaxation, forbearance, delay or indulgence by Us in enforcing any of the terms and conditions of the Agreement or the granting of time by Us shall prejudice, affect or restrict Our rights and powers hereunder nor shall any waiver by Us of any breach hereof operate as a waiver of any subsequent or any continuing breach hereof.
- B. The provisions of the Agreement and any appendices hereto, as in effect from time to time by its terms constitute the entire agreement between the Parties. Any terms contained in Your purchase orders, invoices, acknowledgements or other forms that are inconsistent with or different from the terms of the Agreement shall be void and of have no effect.
- C. If a provision in the Agreement is declared null and void or unenforceable, the remaining provisions of this Agreement shall remain in full effect. The invalid provision(s) shall automatically be replaced by such other provision coming as close as possible to what was intended by the said provision to the extent legally permitted.
- D. If there is a conflict between the terms of the Agreement and any additional terms in an Appendix, the additional terms form the Appendix will control for that conflict.

- E. We reserve the right to refuse any order of a customer with whom a dispute exists or with whom a dispute has arisen in the past.
- F. This Agreement shall be governed by and construed in accordance with the laws of Belgium, excluding the Convention on the International Sale of Goods (CISG). Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Brussels (Belgium).

If You are a consumer, nothing in this Agreement shall limit Your rights as a consumer under Article 6(2) of Regulation No 593/2008 to enjoy the protection of the mandatory provisions of the law that would be applicable. We are required to provide you a link to EU ODR Platform, which can be consulted at this site:  
<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=EN>

**APPENDIX A – SPECIFIC PROVISIONS RELATED TO DISTANCE CONTRACTS VIA THE SITE TO  
CUSTOMERS ACTING IN A PROFESSIONAL CAPACITY**

- A. This Appendix A solely applies if You are acting in a professional capacity and purchasing the products or subscribing to software via the Site. Such contract shall be governed by Book XII of the Belgian Code of Economic Law.
- B. The articles XII.6, §1, 8° and the article XII.7, §1, XII.8 and XII.9 of the Belgian Code of Economic Law do not apply.

**APPENDIX B – SPECIFIC PROVISIONS RELATED TO DISTANCE CONTRACTS VIA THE SITE TO  
CONSUMERS**

- A. The following provisions of this Appendix complete the Agreement, and in case of conflict shall supersede the terms from the Agreement.
- B. This Appendix B solely applies if You are acting as a consumer and purchasing the products or subscribing to software via the Site. Such purchase shall constitute a distance contract as defined by article I.8.13° Belgian Code of Economic Law.

C. In order to facilitate the contract, You must communicate the following details before You can purchase products or subscribe to software via the Site: Your e-mail address, title, surname, name, date of birth, e-mail address, precise place of delivery. You acknowledge that You are above 18 of age (18+).

This information is necessary to handle the orders and for the commercial relationship between Us and You.

D. You shall accept the Agreement by clicking the button 'I accept the terms and conditions of the Agreement' and the sale or subscription shall be concluded after You shall have confirmed Your order by clicking the button "order with obligation to pay". You shall receive a confirmation of Your order via email after the purchase as well as of shipment of the order by Us.

E. The prices that are listed during the purchasing process are in EUR and are inclusive of VAT and service charges, unless explicitly stated otherwise. The cost of transportation is not included in the prices of the products and services. It will be charged and mentioned separately on the Site, depending on the delivery address.

F. In case of distance contracts, the purchases or subscriptions can be paid online, using a debit or a credit card. Your bank account shall be debited after confirmation of the purchase and the payment shall be effective only once Your bank has given its consent to Us. If Your bank refuses the payment, the order shall be cancelled automatically.

G. In case of online payment, You warrant that You is authorized to execute online payments using a debit card or credit card, or any other manner described above, and that there are sufficient funds in the bank account linked to the banking account to cover all costs arising from the transaction.

H. Each delivery will be announced in an email containing Your invoice. The invoice also states the transportation cost and the VAT amount. The delivery is accompanied by a delivery note, which also mentions the details of the delivered products and/or subscriptions.

## I. Right of renunciation and refunds

- (i) In relation to Products, You have the right to notify Us, within 14 calendar days, counting from the day on which You or a third party (other than the carrier) and indicated by You acquires physical possession of the products, that You want to renounce Your purchase, without having to pay any compensation and without having to specify a reason.
- (ii) If You wants to notify Us that You want to renounce Your purchase, You may do so via the model form for renunciation which can be found on [http://economie.fgov.be/nl/binaries/Bijlage\\_2\\_VI\\_en\\_XIV\\_WER\\_formulier\\_voor\\_herroeping\\_tcm325-275274.pdf](http://economie.fgov.be/nl/binaries/Bijlage_2_VI_en_XIV_WER_formulier_voor_herroeping_tcm325-275274.pdf) (Dutch) or [http://economie.fgov.be/fr/binaries/5.%20Formulaire\\_standard\\_de\\_r%C3%A9tractation\\_distinct\\_pour\\_faciliter\\_le\\_droit\\_de\\_r%C3%A9tractation\\_tcm326-148980.pdf](http://economie.fgov.be/fr/binaries/5.%20Formulaire_standard_de_r%C3%A9tractation_distinct_pour_faciliter_le_droit_de_r%C3%A9tractation_tcm326-148980.pdf) (French) and sent to Us at the email address [info@timbtrack.com](mailto:info@timbtrack.com) or make any other unequivocal statement setting out Your decision to renounce.
- (iii) In case of a subscription to software, You acknowledge that such software shall constitute the supply of digital content which is not supplied on a tangible medium. You accept that the performance has begun with Your prior express consent and You acknowledge that You thereby lose Your right of withdrawal.
- (iv) The renunciation is valid only insofar as the product(s) is/are actually returned within 14 working days after You have informed Us that You want to renounce Your purchase.
- (v) The product(s) must be returned as new, in their original packaging, in perfect condition and accompanied by the invoice and a completed return document. All returns for which the sender-customer cannot be identified, shall be refused. Once the period of 14 working days has passed, We can no longer accept the returned item, and the returned item shall be sent back to You at your expense.
- (vi) The returned item must be sent to Our address that is mentioned on the Site. The Customer is responsible for paying the return cost.
- (vii) A refund will be made within 14 days after We have been informed about Your decision to withdraw from the Agreement in accordance with the present article, provided that all of the above-mentioned conditions are met strictly and that We have received the product(s) back, or until You have supplied evidence of having sent back the product(s). Under no circumstance shall the refunded amount be greater than the actual amount paid by You.

- (viii) We shall not refund any additional costs related to the type of delivery of the product(s) than the type of delivery which would have incurred the lowest delivery costs as proposed by Us.
- (ix) We shall send an email at the moment We have received the returned item and at the moment We have requested Our bank to make a refund.