

These are the general terms and conditions of sale, delivery and maintenance of Dioss Smart Solutions NV, a company incorporated under Belgian law with its registered office in Belgium at 9230 Wetteren, Honderdweg 21, registered under VAT BE 0478 640 659. Dioss Smart Solutions is abbreviated in this document as "Dioss".

1. Scope of application

1.1. These general terms and conditions apply to every offer made by Dioss and to any agreement between Dioss and its customers ("the Customer"). They apply to the exclusion of the Customer's general terms and conditions, even if otherwise stated. They can only be deviated from by means of a written and explicit agreement to this effect.

1.2. An order/assignment from the Customer is only contractually binding on Dioss if Dioss has expressly accepted the content thereof in writing. Each order immediately constitutes a contractually binding offer for the Customer, even before it has been accepted in writing by Dioss.

The use by the Customer of any product/service or the performance of services by or with the knowledge of the Customer shall constitute sufficient proof of the Customer's order, the acceptance of these general terms and conditions and permission to invoice these products and/or services.

1.3. In the absence of a response from the Customer after acknowledgement of receipt, the agreement is deemed to have been entered into under the conditions and in the manner described in the order confirmation.

1.4. The agreement is executed in principle and in priority by Dioss. However, the latter retains at all times the option of engaging a third party to execute the agreement in whole or in part without prior approval by the Customer.

1.5. Execution periods are in no way binding and can be changed by Dioss at any time, unless otherwise stipulated in quotations/a contract/an agreement.

1.6. Any change or addition to the original agreement may result in a new price determination being drawn up and will cancel the execution periods agreed upon.

1.7. In the event that the Customer fails to make payments in accordance with these conditions, Dioss is entitled – after prior notice – to suspend its performance until payments are regularised by the Customer.

2. Prices and payment

2.1. The prices are always expressed in euros, excluding VAT and other taxes or levies.

The following items are not included in the cost/rates, unless otherwise stipulated in quotations/a contract/an agreement: the costs of communication, translation, training, travel and accommodation, postage and shipping costs and demonstrable advances in general.

Urgent orders, urgent deliveries or urgent interventions are always at the expense of the Customer. All additional deliveries of services made by Dioss at the request of the Customer will immediately be invoiced separately to the Customer at the rates generally applicable at that time.

2.2. Unless otherwise stipulated in quotations/a contract/an agreement, licence fees and other fees made up of recurring payments are indexed annually on 1 January on the basis of the following formula (also known as the Digital Agoria index): new amount = current amount of remuneration $[0.2 + 0.8 \text{ (Agoria index for year } n+1) / \text{ (Agoria index for year } n)]$.

This article does not relate to the offer by suppliers of Dioss, as a result of which any price fluctuations (services and/or materials) from suppliers can be passed on to the Customer at any time.

2.3. Dioss reserves the right to adjust the rates of its products and services annually.

If the delivery of all services and/or goods does not take place at the time of conclusion of the agreement, the indicated price may be changed by Dioss, for example, in the event of a price increase by the manufacturer or supplier.

2.4. The invoices are payable within 15 days of the invoice date. Complaints regarding the execution of the assignment must be made known to Dioss in writing within 8 working days of receipt of the invoice.

2.5. The late payment results in the application of a conventional rate interest of 10% on the invoice amount and additionally to a compensation of 10% of the invoice amount, with a minimum of EUR 250.

2.6. In the event of negligence in payment, Dioss may, after notice of default, cancel/suspend current agreements until full payment has been made, without prejudice to Dioss' right to compensation. In addition, in the event of persistent non-payment, Dioss shall be entitled to terminate the agreement by law in writing without prior notice of default, without the Customer being entitled to claim compensation, without prejudice to Dioss' right to compensation to the amount of half of the remuneration due for these remaining commitments, without prejudice to Dioss' right to a higher amount based on proven damages.

2.7. If, in Dioss' opinion, the Customer's creditworthiness gives cause to do so, Dioss may, even after the conclusion of the agreement, require the Customer to provide the security requested by Dioss for the payment of the upcoming deliveries and Dioss may suspend the delivery/deliveries until the requested security has been provided and/or may unilaterally change the agreed payment method. The equipment and parts delivered remain the property of Dioss as long as the Customer has not paid the principal sum as well as any interest and/or fixed fees in full. Dioss can invoke the retention of title without prior service of notice or notice of default.

The Customer shall bear any costs in this respect. The Customer hereby grants Dioss the right to collect the delivered products at any time wherever they may be located. The Customer hereby undertakes to immediately pass on the products concerned to Dioss. The Customer may not transfer and/or sell the equipment or parts that have not yet been paid for in full to third parties.

3. Intellectual property rights

3.1. In the context of the performance of services, Dioss may provide three forms of software: (1) software owned by third parties; (2) standard software that is owned by Dioss; (3) custom software developed for the Customer. The Customer accepts that the software and any documentation provided with it are the intellectual property and trade secrets of Dioss or the third-party supplier.

3.2. No intellectual property rights are transferred through the delivery of products or services unless the contrary is expressly stipulated in a special agreement. The original owner of the software retains all rights to the source code. The Customer receives a non-transferable and non-exclusive right to use the software under the conditions of the software developer. The Customer does not have the right to make adjustments or changes to the software, nor to distribute the software to third parties or to have it used by third parties, even if it has the source code. The Customer shall use the software solely for its internal business operations and shall not sublicense, distribute or otherwise make the software available to any third party, partner or related company or controlling company. The Customer only has the right to make copies or license the software to a subsidiary over which the Customer exercises control to the extent that this was expressly permitted in the licence agreement with Dioss.

3.3. Third-party software: in the event that third-party software is purchased directly by the Customer from the third-party supplier or is provided by Dioss, the terms of delivery, licences, warranties, terms of support and other contractual terms imposed by the third-party supplier shall apply. Dioss does not accept any additional obligations in this respect. The Customer shall take timely note of these terms and conditions, which it implicitly accepts.

3.4. Dioss Software: in the event that Dioss supplies its own standard software or develops custom software for the Customer, these terms and conditions apply. The intellectual rights to all parts of the software, as well as to the methods, models, descriptions, specifications, modules and documentation, remain the property of Dioss. All additions and improvements to the software and documentation carried out by Dioss remain the exclusive property of Dioss. The rights of use are subject to the same rules as the right of use for the software itself. The fact that the Customer (temporarily or otherwise) has the source code of the software does not affect this.

3.5. Unless expressly provided for otherwise in a special agreement, a licence price does not include delivery costs, installation costs, training, special documentation, or other services related to the software. When Dioss installs software under a special agreement, it shall be considered accepted upon completion of the installation. If the Customer has not requested installation services, the software shall be accepted at the time of delivery at the place of delivery. Any comments regarding the conformity of the software must be reported in writing at the time of delivery or completion of the installation, unless otherwise specified. The Customer shall sign the documents submitted by Dioss regarding delivery and installation for receipt and shall include any comments with them.

3.6. The Customer is never permitted:

a. to decompile, modify or rebuild all or part of the software, or have a third party perform these actions

b. to distribute, disclose, rent or lease the software or documentation or any part thereof, or transfer it to a third party, or otherwise commercialise it.

c. to use any third party software provided by Dioss together with Dioss' own software outside of the normal use provided for under these terms and conditions.

d. to remove or modify any security key that would be part of the software; if deactivation of the key becomes necessary, Dioss shall take the actions necessary.

3.7. If the Customer does not comply with its obligations under this article, it shall pay compensation for all damage caused by this infringement, determined at a minimum amount of EUR 25,000. Dioss can prove actual damages by all means of law, if they are greater than this amount. In addition, Dioss has the right to terminate the agreement without notice of default and to immediately reclaim the system, including all accessories.

4. Software and rights of third parties

Any customer who provides such data or materials to Dioss for the performance of the agreement with Dioss shall guarantee Dioss that such provision does not in any way violate third-party rights or statutory regulations. For any infringement in this regard or for any claim that a third party would make against Dioss, the other party shall indemnify Dioss against all direct and indirect consequences, both in principal interest and fines and shall do so because of the violation of this provision by the other party.

5. Licences

In any event, the orderer undertakes to comply with the licence conditions communicated by Dioss to the purchaser, in the event that Dioss uses existing software for which it has obtained a licence for the execution of its order.

6. Fault of the customer & own liability

Dioss is not responsible for the storage of data via backup or other options. At most, Dioss installs a system for this purpose. Dioss can, therefore, never be held liable for the loss of this data. The orderer bears full responsibility for the updating and upgrading of (security) software installed by Dioss. Dioss does not bear any liability for all software that is installed by the Customer or its appointee or employees after the intervention by Dioss which thereby prevents the optimal rendering of the work delivered. Dioss reserves the right to terminate the order if the presence of illegal software is detected at the Customer's premises. The Customer also has its duty to provide information to Dioss in this respect, unless otherwise stipulated in quotations/a contract/an agreement.

7. Breach of contract

If the Customer cancels its order in whole or in part or fails to take receipt of all or part of the goods or services, Dioss has the right to demand the dissolution of the contract or its fulfilment. The damage suffered by Dioss amounts to at least 50% of the value of the order or the part of it that has not been fulfilled, on the understanding that Dioss can demonstrate the actual damage by all means of law, if it exceeds this amount. Dioss may terminate the agreement without notice of default in the event that the Customer is involved in a judicial reorganisation that falls under the law on the continuity of enterprises, or is in a state of bankruptcy, or is manifestly incapacitated. Dioss and the Customer are also entitled to terminate the existing contractual relationships between them immediately by registered letter in the event of bankruptcy or liquidation of the counterparty, or any serious instance that seriously compromises its rights.

8. Recruitment

For the entire duration of the services provided by Dioss and for a period of 24 months from its termination, the Customer undertakes, subject to the prior written agreement of Dioss, not to employ, directly or indirectly, any member of Dioss' staff who has been engaged as the executor of the assignment or to have him/her perform work outside the framework of an agreement between Dioss and the Customer.

The same prohibition applies with regard to appointees of Dioss who are responsible for the service at the Customer but are not members of staff of Dioss itself, as well as with regard to representatives of Dioss who are deployed during the performance of the service as a replacement for the executor(s) mentioned in the agreement or as an additional contractor.

The violation of this prohibition shall result in compensation that is fixed at a flat rate of one year of gross wage of the staff member concerned. The same compensation is payable by the Customer who, with the intention of circumventing this prohibition, achieves the same result by any other means.

9. Force majeure

Force majeure on the part of a supplier of Dioss shall be equated with force majeure on the part of Dioss. Force majeure occurs in the case of any abnormal and unforeseeable events that make the performance of an obligation by one of the parties impossible, provided that such events are not attributable to a fault of the latter. Failures in telecommunications facilities and government decisions that have a serious impact on services are always considered to be force majeure.

Force majeure also includes failure or late fulfilment by a third party of its obligations that it has taken towards one of the parties, unless it can be demonstrated that such a default would also be attributable to the party in question. Technical difficulties can be equated with force majeure if they make the exact execution of the agreed services so difficult that an exact execution would be unreasonable. In such a case, Dioss shall be entitled to apply reasonable interim solutions such as workarounds or problem-avoiding restrictions and, in the event that such solutions are also not possible, the difficulty shall be regarded as force majeure.

In the event of force majeure, the Customer and Dioss are entitled to suspend fulfilment of their obligations in whole or in part for the duration of such force majeure, without being required to pay any compensation.

10. Miscellaneous provisions

10.1. The failure of Dioss to exercise any of its rights does not constitute a waiver or forfeiture of this right, and shall not affect any other right of Dioss under the agreement.

10.2. The agreement binds the parties, their successors and assignees. The parties are not permitted to transfer the rights and obligations arising from the agreement to third parties without prior mutual consent. However, that prohibition does not exclude the right to claim assignment on the part of Dioss.

10.3. The Customer shall grant Dioss permission to use its name and logo for internal use and commercial activities.

11. Applicable law and competent court

This agreement is governed by Belgian law. Disputes regarding the formation, execution and termination thereof shall always be settled before the competent courts of the district of Ghent.

De verkoopvoorwaarden zijn in het Nederlands te vinden op https://dioss.com/algemene_voorwaarden/Dioss_Smart_Solutions_Algemene_condities.pdf

Vous pouvez trouver les conditions de vente en Français à https://dioss.com/algemene_voorwaarden/Dioss_Smart_Solutions_Conditions_générales.pdf

You can find the terms and conditions of sales in English at https://dioss.com/algemene_voorwaarden/Dioss_Smart_Solutions_General_conditions.pdf