

## Unikoo BV - General Terms and Conditions

1. **Applicability of the general terms and conditions:** These general terms and conditions apply to all quotes drawn up by Unikoo BV, as well as all agreements entered into by Unikoo BV with a client as a result of acceptance by Unikoo BV of an assignment, including any follow-up assignments and new assignments. These terms and conditions may be amended, and can be consulted on the website: [www.unikoo.be](http://www.unikoo.be).  
These general terms and conditions do not only apply to Unikoo BV, but also to all persons involved in the execution of the assignment and/or on whom any liability in connection therewith rests or could rest in any way. The client accepts the exclusion of his general terms and conditions, as well as the fact that only these general terms and conditions, together with the written order confirmation, govern the contractual relationship between the parties. Deviations from these general terms and conditions are binding on Unikoo BV only after written confirmation by its manager(s).
2. **Quotes and orders:** All quotes are indicative and are subject to written confirmation of the order by the manager(s) of Unikoo BV. The risk of errors and/or inaccuracies in the event of non-written confirmation, for example in the case of urgent deliveries, is for the client. Unikoo BV's contractual obligations do not extend to third parties. All data provided by Unikoo BV as well as IP, information and know-how underlying the services or activities delivered or accomplished by Unikoo BV remain exclusively reserved by Unikoo BV, even if changes are made for these. The client ensures that the above-mentioned data, information and know-how is only copied, shown or disclosed to third parties, or used with Unikoo BV's consent.
3. **Delivery:** Unless expressly agreed otherwise in writing, services or goods delivered by Unikoo BV shall be delivered to the office of Unikoo BV. Unikoo BV is entitled to suspend the services or goods or to dissolve the agreement or legal relationship if (i) the client decides or there is the risk he/she decides to dissolve or liquidate, (ii) the client is or threatens to be declared bankrupt, (iii) steps have been or are likely to be taken to conclude an amicable or collective creditors' agreement, to effect a transfer under judicial authority, to appoint a trustee or liquidator, (iv) the client is subject to or is at risk of being subject to a collective debt repayment arrangement, (v) attachments or enforcement measures are taken or are imminent, or (vi) control over the client's management changes.
4. **Delivery times:** If the delivery period is exceeded, the client does not waive the right to suspend the fulfilment of his obligations under the agreement or legal relationship, to refuse the delivery or to claim compensation.
5. **Force majeure:** If Unikoo BV is unable to fulfil its obligations or only with great difficulty due to force majeure, it is entitled to execute the agreement or legal relationship in part or, at its discretion and without judicial intervention, to terminate it, or to suspend the execution in whole or in part, without being obliged to pay any compensation.
6. **Prices:** The services Unikoo BV delivers shall be invoiced in accordance with the price stated in the order confirmation confirmed by the manager(s) of Unikoo BV, on the understanding that the hours worked as a result of additional work or corrections will be charged additionally at the agreed hourly rates. All prices of Unikoo BV are exclusive of VAT, any tax, surcharge or similar increase. Any order costs such as travel expenses or special dispatch costs are to be charged on top of the prices at cost price.
7. **Payment:** The client is deemed to have acknowledged the invoices as correct and due if he/she has not objected to them within 8 days following the invoice date, in writing with an accurate and exhaustive statement of the objections. All payments owed by the client must be paid within fifteen (15) days following the invoice date through transfer to the account number stated on the invoices, without deduction or set-off, unless agreed otherwise in writing. If the client fails to pay any amount due in accordance with Article 7(2), Unikoo BV is entitled, without notice of default, to charge the statutory interest and a fixed compensation of 10% from the day following the day on which the client has received the invoice.  
All claims of Unikoo BV on the client shall become immediately due and payable by operation of law, regardless of whether they have already been invoiced, a) in the event that the client is in default of payment of one of the invoices, b) in the cases set out in 3.2 (i) to (vi) and/or c) in the event that an agreement or legal relationship is dissolved or terminated for any reason whatsoever.
8. **Liability:** Unikoo BV will only be liable for direct damage, with the exclusion of loss of profit. Unikoo BV's entire liability is in any event to be limited to the amount of the damage covered by and actually claimed in the professional indemnity policy Unikoo BV has taken out, and as is in force at the time of the events. Unikoo BV is not liable for damage that could arise as a result of: violation of any intellectual property rights, or industrial exclusive use rights of third parties, licences or other rights of third parties. Unikoo BV is not liable for any actions or negligence of third parties engaged on behalf and account of the client in executing the activities.
9. **Intellectual property rights:** Unikoo BV acknowledges that all customer data and information remains the property of the customer as long as there are no outstanding invoices. Parties explicitly agree that ownership of all information and products created by Unikoo BV and all intellectual property rights associated therewith, will be transferred to the customer at the time of payment of the relevant invoice.
10. **Non-solicitation:** Except with Unikoo BV's prior written consent, during the term of the agreement and a period of 12 months after its termination, the Customer shall refrain from, directly or indirectly, for its own account or for third parties, in its own name or in the name of third parties, in a geographical area extending to the entire country in which Unikoo BV's registered office is located: (i) entering in any way into a professional cooperation with existing or former customers, suppliers, employees or other business partners of Unikoo BV as well as other independent third parties providing services to Unikoo BV, either of its own accord or on another's initiative; (ii) inducing in any way existing or former customers, suppliers, or other business partners of Unikoo BV to terminate their cooperation with Unikoo BV or to cooperate on less favourable terms, either of its own accord or on another's initiative; (iii) approaching in any way and/or inducing existing or former employees of Unikoo BV to terminate their employment relationship with Unikoo BV in order to cooperate with them, or in any way, actively or passively, interfere in Unikoo BV's relationships with the aforementioned persons, irrespective of their capacity as employees or independent service providers, either of their own accord or on someone else's initiative. Violation of this clause shall result in the Customer owing Unikoo BV a lump sum compensation equal to the amount invoiced to the Customer in the last 12 months of the cooperation, with a minimum of EUR 30,000.00 per violation. This is without prejudice to the rights and remedies available to Unikoo BV in case the damages suffered exceed the aforementioned amount of compensation. Should these obligations or indemnifications at any time exceed the applicable legal limitations, the Parties shall refrain from claiming their nullity. In such case, the obligations set out in this article shall be automatically reduced to the maximum allowed within the applicable legal limitations.
11. **Priority:** The Dutch-language version of Unikoo BV's General Terms and Conditions prevails over any translation of this.
12. **Disputes and applicable law:** Any dispute relating to Unikoo BV's offers or the agreements concluded between Unikoo BV and the client are to be settled by the Courts of Antwerp.
13. **Final provisions:** In all cases in which an agreement concluded or legal relationship entered into in accordance with these terms and conditions may be dissolved or cancelled, this only occurs without prior notice of default and/or legal intervention and without prejudice to any right to compensation on the part of Unikoo BV.  
Whole or partial invalidity, nullity or unenforceability of any provision of these terms and condition does not affect the validity or enforceability of the rest of that provision and the remaining provisions of these terms and conditions. For the purposes of its legal relationship with Unikoo BV and/or its associated persons or service providers, the client elects its domicile in Belgium.