

General Terms and Conditions amosis.eu

1. Description of the assignment: The Client wishes to commission amosis.eu to perform certain services within his company. amosis.eu accept this assignment. The present purchase order/proposal provides an accurate description of these services and of the pricing. Any modification to these services, payment methods or pricing must always be agreed in writing by both parties. amosis.eu reserve the right to specify the consultant to be allocated and to change consultants in the course of the project. amosis.eu provides its services fully independently without any subordinate relationship between the amosis.eu consultants and the client.

2. Payment - Invoicing: The prices due, including VAT, will be invoiced and will be payable within thirty days from the date of invoice. In case of non-payment, a default interest at a rate of 1% per month becomes due on expiry date ipso jure and without prior notification, calculated on the amount of the arrears and VAT, pursuant to the Civil Code (Articles 1226 and 1229).

Any administration charges and costs incurred by the amicable collection by amosis.eu of any arrears and any other loss suffered by amosis.eu as a result of the non-payment, will be charged to the client in full with effect from the 60th day from the date of invoice, with a minimum of 10% of the arrears and VAT or € 100, depending on which amount is greater. This is also pursuant to the Civil Code (Articles 1226 and 1229). In case of non-payment within a period of 15 days from the final due date, amosis.eu have the right to immediately terminate the agreement ipso jure and without any notification at the expense of the Client. In that case, amosis.eu will send the Client a notice of default by registered letter and inform him of the date from which this agreement will be considered as terminated. Any discount granted will be a one-off and does not grant any right to any future entitlement.

amosis.eu reserves the right to charge extra administrative costs if the originally drawn-up invoice is modified at the customer's request.

3. Information: amosis.eu render the services within the limits of the supplied information and granted powers by the Client. The Client undertakes to supply amosis.eu with all the necessary and relevant information. amosis.eu is not obliged to check the contents, completeness, or correctness of the data supplied by the Client.

4. Liability: amosis.eu will use all reasonable efforts to perform the services. amosis.eu is therefore liable if the Client is able to demonstrate that amosis.eu did not meet his obligations as a result of negligence or a faulty course of action. In that case, the client can recover the losses incurred and proven from amosis.eu. The compensation will remain limited to the immediate and direct consequences of the faulty course of action of amosis.eu. The Client does not have the right to claim any compensation for any other damages, such as financial losses in interest or investments or expected gains, consequences of a strike, increase in general costs etc. If possible, amosis.eu will repair the error at their expense. In that case, the Client does not have the right to claim compensation. If the client wishes to exercise his possible right to compensation, he must inform amosis.eu within six months of the occurrence of the alleged error by amosis.eu by registered letter, and this under penalty of the expiry of this right.

5. Force Majeure: amosis.eu will be released from their commitments in the event of force majeure. The following are always considered as cases of force majeure: fire, technical faults, computer downtime and any other situations which seriously hamper the activities of amosis.eu.

6. Confidentiality: Both the Client and amosis.eu will each appoint one or more contact persons. Any request for information and/or supply of information must only take place through the intermediary of these persons. amosis.eu undertake to treat any information to which they are privy in the course of this contract as strictly confidential. amosis.eu will take all the necessary security measures to ensure the confidentiality of these data.

7. Non-solicitation: The Client undertakes not to employ any members of staff who are/were entrusted with the project of the Client by or via amosis.eu, whether employed or not, or any person who has terminated their collaboration with amosis.eu less than six months ago, unless against payment of compensation by the Client to amosis.eu equivalent to the amount of one year of gross salary (including the benefits acquired under contract) or gross compensation paid by amosis.eu to the co-worker in question at the time of the commencement or the end of the contract of employment/collaboration, subject to explicit deviation in writing in the purchase order. This clause remains valid up to three years from the date of termination of the assignment of amosis.eu for the Client.

8. Intellectual property: This contract does not result in any transfer of property or intellectual property between parties. Each party therefore retains the intellectual property rights on the tools, software programs and accessories made known or developed. It is prohibited to sell, pledge or transfer those tools, software programs and accessories to third parties without permission from the other party.

9. Cancellation: Any scheduled days which are cancelled less than 10 business days prior to execution will be invoiced in full, subject to explicit deviation in writing in the purchase order.

10. Duration – termination: The day upon which this contract enters into effect, its duration, the period of notice and possible automatic extensions are stipulated in the purchase order, which constitutes an appendix and an integral part of this agreement. The termination of the contract must be notified to the other party by registered letter. In the absence of specific stipulations, the assignment will be planned on receipt of the signed purchase order/proposal. Thus as from that date all performances and occurred costs will be invoiced.

The contract will automatically terminate as a result of the demise, the manifest insolvency, the dissolution or the bankruptcy of the Client. In the case of manifest insolvency or bankruptcy the contract will be terminated ipso jure as soon as the payments to amosis.eu are ceased.

11. Law and Competent Court: Both parties will comply with this agreement in good faith. Any dispute in connection with the execution of this contract will be settled by the parties by amicable agreement. If no agreement can be reached, the Court of Ghent will have sole jurisdiction, even in the event of mediation and indemnification and in the case of several defendants. This agreement is governed by Belgian law.

12. Precedence: In the event of conflict between these general conditions, the purchase order and/or the proposal, the following rules of priority shall apply: 1st these general conditions 2nd the purchase order 3rd the proposal.