

General terms and conditions of sale

1. General.

Unless otherwise expressly stipulated in writing, the conclusion of a contract and/or the placing of an order with PERIACTES automatically entails acceptance of these terms and conditions of sale. Unless expressly otherwise agreed by PERIACTES in writing, said general terms and conditions shall take precedence over those of the co-contracting parties.

The specifications, quantities and prices indicated in the quotations, drawings and graphics attached thereto do not imply any commitment on the part of PERIACTES regarding the details of the implementation of the project.

Offers and prices shall always be NON binding.

In the case of online sales, the customer accepts to waive the provisions of article 7, paragraph 1, subparagraph 8, as well as articles 8, paragraph 1, 9 and 10 of the act of 11 March 2003 regarding certain legal aspects of the services of the information society.

2. Project quotation.

The preparation of any type of installation scheme shall be invoiced to our customers at a flat hourly rate of €75 excluding VAT.

In the event that the scheme is accepted by the customer, and thus that an order is placed, the sum thus paid shall be considered an advance payment on the amount due.

3. Day work.

Day work shall be invoiced at a flat hourly rate of €90 excluding VAT.

Urgent work or work carried out outside normal working hours (evenings after 18.00, weekends and public holidays) will be charged at 50% over the standard rate.

4. Travel.

For day works, travel costs are to be borne by the customer and shall be invoiced as follows:

- €25 excluding VAT per journey within the Brussels region
- An additional €0.50 excluding VAT per km beyond this zone.

5. Orders and sales.

The customer's signature on an order form shall constitute a firmly binding order.

6. Delivery period.

Delivery periods are estimated by PERIACTES in good faith. They are indicative and do not therefore constitute an essential condition of the supply of goods or services. The quoted delivery period shall only take effect from date of receipt of the down payment due.

The same shall apply to the delivery periods for goods or services estimated by the subcontractors working for PERIACTES.

Late delivery shall not give rise to compensation on the part of PERIACTES, other than if fraudulent intent can be proven against it.

7. Guarantee and claims

The guarantee on the equipment sold is that of the manufacturer, a copy of which will be handed to the purchaser who shall declare itself satisfied.

In the event of modification by the customer or a third party to the installation completed by PERIACTES, PERIACTES shall be entitled to claim payment for its services in the event of a reinstallation request, and the customer shall lose any right to claim under the guarantee.

In order to be valid, any claims must be received by fax or registered letter sent to PERIACTES within 5 working days following the installation of the equipment.

Shipments containing damaged, missing or incorrect items must be refused by the recipient.

PERIACTES offers no guarantee with regard to the software, their quality, performance or specific characteristics, and cannot therefore be held liable for any direct or indirect damage resulting from any software fault, even if PERIACTES has been warned of the possibility of such a defect. The software is sold and operated under an "as is" license. The risks inherent to its quality or performance shall be entirely assumed by the customer. In the event that a program were to prove defective after purchase, the customer alone shall bear all costs arising from the maintenance, repair or modification of said software, as well as any direct and/or indirect damage that might result..

8. Deliveries.

The equipment will always be delivered to the place of final installation specified on the order form. If not specified, delivery will be made to the purchaser's home address. The costs of delivery shall be borne by the purchaser. PERIACTES reserves the right to suspend delivery of the equipment in the event that invoices issued to said purchaser and relating to past orders have yet to be settled in accordance with the specified terms and conditions.

Regardless of the method and place of delivery, the equipment shall in any case be transported at the purchaser's risk from the moment it leaves our warehouse, unless otherwise stipulated by PERIACTES in writing or shipped by our own means. PERIACTES shall assume no liability for the actions of third parties, nor for unforeseeable circumstances or *force majeure*. PERIACTES shall only insure the equipment in transport, on behalf of the customer, if specifically requested to do so in writing, and at the customer's expense. Failing acceptance of the equipment by the customer upon delivery, PERIACTES shall be justified in considering the sale automatically cancelled. The customer shall then be liable for an irrevocable lump-sum payment equal to 60% of the sale price.

9. Payment.

Prior to any delivery, a down payment shall be requested equal to 25% of the total amount of the equipment ordered (including VAT).

Down payments shall not under any circumstances be considered as deposits and are always non-refundable.
All invoices are to be paid to the PERIACTES sprl FORTIS Bank account number: 001-2930386-92 no later than at the end of the month of issue.

Invoices shall automatically incur interest at a rate of 1% per month from the due date, without reminder or prior notification.
The drawing or acceptance of a cheque or bill of exchange does not constitute payment. Cheques and bills of exchange shall only be accepted subject to encashment.

Nor shall the drawing or acceptance of cheques or bills of exchange result in a novation or a waiver to these terms and conditions, including the choice-of-jurisdiction clause.

In the event of non-payment of one of our invoices within thirty days of the due date, the amount outstanding will automatically be increased by a fixed indemnity of 15%, with a minimum of €75. This indemnity corresponds to the increase in our overheads.
Non-payment of an invoice by the due date shall entitle us to suspend all work and automatically terminate any contract or agreement signed with the late-paying customer, and this, if the amounts owing have not been paid within 15 days of the final demand having been sent by registered mail.

10. Cancellation of orders.

In the event that the purchaser cancels an order prior to the delivery date, PERIACTES reserves the right, at its own discretion, to either enforce payment of the price, or cancel the order subject to the payment of an irreducible fixed indemnity, equal to 30% of the value of the order excluding VAT, by way compensation for damages incurred.

11. Return of goods.

No goods shall be returned without the express written consent of PERIACTES sprl or the manufacturer, such consent not implying any acceptance of liability.

12. Retention of title.

All sales by PERIACTES sprl are subject to a title retention clause in favour of the seller.

Ownership of the goods covered by this contract is dependent on full payment of their price. However, the transfer of risks to the purchaser becomes effective the moment the goods are made available.

PERIACTES sprl shall be entitled to automatically claim possession of the goods without need for a formal notice of specific procedure, upon failure to pay a single instalment, of bankruptcy or composition, as well as in the event of insolvency of the purchaser or a ruling ordering the temporary suspension of proceedings.

Such a claim shall automatically, and without prior notification, terminate the contract. In order to compensate for the loss we would suffer as a result of retaking possession of goods sold, it is agreed that we would keep by way of damages, all sums paid to us by the purchaser by way of down payment up to a limit of 30% of the total price of the goods supplied.

13. Liability.

PERIACTES shall only assume liability for fraud or gross negligence on its own part. It shall not accept liability for fraud or gross negligence on the part of its agents or principals.

Under no circumstances shall PERIACTES be held liable for any damage resulting from a hidden defect in the customer's computer configuration.

PERIACTES shall not, under any circumstances, be held liable for assumed indirect damages such as loss of data, loss of machine time, financial or commercial loss, loss of profits, increased overheads, disruption of work schedule (non exhaustive list).

In the event that, by virtue of a court decision having acquired legal effect, there are grounds for legal remedy against PERIACTES within the context of this contract, the liability of PERIACTES shall be limited to the value of the order, excluding VAT, for all legal remedies combined.

14. Jurisdiction.

Belgian law alone shall apply to the agreements to which PERIACTES is party.

In case of dispute, the courts of the judicial district of Brussels shall have sole jurisdiction, even in the case of several defendants or recourse under warranty.

15. Modification of the general terms and conditions.

PERIACTES reserves the right to modify these terms and conditions at any time. Such modifications shall become binding on the customer within eight days of their notification.