

GENERAL TERMS AND CONDITIONS OF SALES

General

Article 1

The purpose of these general terms and conditions is to regulate the contractual relationship between the customer and DHORIZON SRL, whose registered office is located at Avenue du fond Marie Monseu 11, 1330 Rixensart, registered with the Banque-Carrefour des Entreprises under number BE.0805.612.516, hereinafter referred to as "DHORIZON".

DHORIZON provides business management and IT services consultancy.

Article 2

§1 The present general terms and conditions are applicable to the activities/services listed below, carried out by DHORIZON and for which the client has given his agreement.

These include, but are not limited to, the following services:

- Business management consultancy ;
- IT services consultancy ;
- Interim management in the above areas;

hereinafter referred to as "the services".

§2 The present general terms and conditions are also applicable to any service not covered above and performed by DHORIZON within the framework of its activity.

§3 By "client" is meant the professional using DHORIZON's services and, where applicable, having validated the offer, in accordance with the present general terms and conditions.

Application of the general conditions

Article 3

§1 The present terms and conditions may be modified at any time by DHORIZON. DHORIZON undertakes to inform the customer as soon as possible.

The new version of the General Terms and Conditions will only apply to contracts concluded after their entry into force.

Derogations from these general terms and conditions remain possible, by means of special, service, or contractual terms and conditions.

In the event of any contradiction between these general terms and conditions and any special, service, or contractual terms and conditions, the latter shall prevail.

§2 The customer is bound by these general terms and conditions as soon as he signs the offer mentioned in article 6. They are presumed to have read and understood them. In case of validation of the offer by electronic means, the customer is bound by these general terms and conditions upon agreement transmitted to DHORIZON by electronic means or confirmed by DHORIZON in writing, in any form whatsoever.

Obligation of means

Article 4

The services are qualified as obligations of means unless otherwise expressly agreed between DHORIZON and the client. DHORIZON undertakes to do its utmost to provide the service(s) requested by the client. However, DHORIZON shall not be obliged to use disproportionate means regarding the objective to be achieved.

Article 5

In the event that the offer or any other communication between the parties is the subject of an electronic exchange (e.g. by e-mail) between the customer and DHORIZON and that, consequently, the sale is concluded outside the customer's place of business, the customer expressly accepts that the electronic exchanges constitute the contractual relationship and may serve as proof of the existence thereof.

Offer - Prices and contractual documents

Article 6

§1 After contacting the client, DHORIZON will provide a price quotation for the desired service(s). This quotation is free of charge and is valid for 30 calendar days from the date of issue unless otherwise agreed in writing.

§2 The offer is drawn up in detail by DHORIZON on the basis of :

- a request made by the customer;
- and/or the transmission by the customer of the information required to draw up the offer;
- and/or a prior visit by DHORIZON to the premises where the services will be provided;
- and/or the meeting between the parties.

§3 The client's agreement to the content of the offer is given by affixing his signature on the offer and accompanied by the handwritten mention "Good for agreement" as well as the date of signature. The signed offer may be returned to DHORIZON, in writing or by e-mail, provided that the client's agreement is mentioned in a visible, identifiable and unequivocal manner.

§4 Discounts or rebates may be granted to the customer. These are determined individually by DHORIZON based on the type of services and the importance thereof, as well as the existing or pre-existing relationship between DHORIZON and the client.

Under no circumstances shall the customer acquire a right to a discount or rebate, even if DHORIZON has previously granted one.

Article 7

§1 Any additional hour exceeding the services initially required and requested by the client, as well as any services not expressly included in the offer submitted, shall be invoiced by DHORIZON in addition. Any request not included in the initial offer shall be subject to an additional offer subject to the client's express agreement in accordance with article 6 §3 above.

The general terms and conditions applicable are identical to those laid down for the services initially requested and for which the customer has given his agreement.

§2 DHORIZON reserves the right to modify the price of services for reasons beyond its control. Among others, the

following are considered as reasons beyond DHORIZON's control:

- modifications to the request for services formulated by the client, made after signature of the offer for agreement. Any such modification must be made in writing to DHORIZON. DHORIZON remains free to accept or refuse the request for modification. If applicable, the modification formulated by the client will result in a modification of the offer and the cost of the services;
- additional revisions requested by the customer after delivery of the work and not included in the offer as mentioned in article 6.

The general terms and conditions applicable are identical to those laid down for the services initially requested and for which the customer has given his agreement.

§3 Any request for modification formulated by the client, after submission of the offer, shall require the express agreement of DHORIZON. After DHORIZON's agreement, the modification formulated by the client shall give rise to a modification of the offer and, if applicable, of the cost of the services.

§4 In any case, in the event of an urgent request from the customer, DHORIZON reserves the right to increase its usual rates as follows: multiplied by 2 (maximum increase).

§5 When DHORIZON is required to visit the client's premises, the services provided to the client shall last a minimum of 2 hours.

Payment of benefits

Article 8

§1 Payment for services is made monthly based on the services rendered and, where applicable, on a monthly invoice sent by the service provider at the end of the month. In the case of short-term services (lasting less than one month), payment is made on completion of the assignment.

Invoices are payable within 30 days of the end of the month.

§2 In any case, DHORIZON reserves the right to request the payment of a deposit. In this exceptional circumstance, the contract shall only be considered concluded, and the offer accepted upon receipt of the amount of the deposit by DHORIZON. In case of delay in the payment of the deposit by the client, DHORIZON cannot guarantee the commencement or the completion of the services within the timeframe requested by the client.

Once payment has been received, DHORIZON will contact the client to establish the schedule of services provided for in the offer.

§3 The invoice is sent by post or by e-mail by DHORIZON to the client. When the invoice is sent by post, it is presumed to have been received the day after its date of dispatch (date as per postmark). When the invoice is sent by e-mail, it is presumed to have been received the day after its date of dispatch.

In case of sending by e-mail, this sending is made to the e-mail address communicated by the customer when signing the offer. Under no circumstances shall DHORIZON be held responsible if the e-mail address communicated by the client is erroneous. Furthermore, in case of modification of the contact e-mail address, the client must immediately inform DHORIZON. No additional payment period will be granted to a customer who has failed to inform DHORIZON of the modification of the e-mail address used to send the invoice(s).

§4 Payments shall be made by the client by bank transfer to the DHORIZON account mentioned on the offer and the invoice.

§5 In any event, any amount unpaid within 8 days of its due date, even in part, will automatically bear interest at the legal interest rate applicable in commercial transactions. In the event of late payment of more than thirty days, the amount due will automatically be increased by €125, as a conventional, fixed and irreducible penalty clause.

Payment of costs by the customer

Article 9

§1 DHORIZON shall bear the usual costs relating to the performance of the services which are the subject of the offer validated by the client, in accordance with article 6. Usual costs are defined as: travel costs in Belgium, costs of acquiring documentation and all costs considered to be "usual and normal" in the context of the services provided.

§2 The costs incurred by DHORIZON, which do not constitute usual costs in accordance with §1 above, shall be borne by the client. These costs shall be clearly identified on the invoice referred to in article 8.

This includes travel expenses abroad (e.g. air tickets for trips made at the customer's request and on the customer's behalf, meals, accommodation and other expenses related to the above-mentioned trips).

Compensation in the event of cancellation and breach of contract

Article 10

§1 The service contract is concluded for a fixed or indefinite period, by mutual agreement between DHORIZON and the client.

Both DHORIZON and the client retain the possibility to terminate the contract concluded between the parties, provided that the other party is notified of the termination by registered letter with acknowledgement of receipt (or by hand-delivered letter with acknowledgement of receipt) taking effect on the day following the date of dispatch (or hand-delivery) and that a notice period of 20 calendar days is respected during which DHORIZON will ensure the continuity of the services in progress and the transmission of all useful information to the client in order to enable him to pursue any actions in progress.

The client may exempt DHORIZON from performing the services in progress during the notice period. In this case, DHORIZON shall no longer be liable for the part of the services in progress that DHORIZON cannot complete due to the termination of the collaboration and the contract.

The parties may terminate the services at any time by mutual agreement.

§2 In case of cancellation, for any reason whatsoever, of all or part of the services by the client after signature of the offer for agreement, the client is obliged to compensate DHORIZON up to the amount of the costs already incurred by DHORIZON, at the date of cancellation by the client, for the provision of the services. DHORIZON will send an invoice to the client for an amount corresponding to the costs, after deduction of the amounts already paid. In any case, the deposit paid by the client remains due to DHORIZON.

§3 In case of cancellation by DHORIZON for a reason for which it is responsible, DHORIZON may propose to the client, at the client's explicit request, a quality colleague

able to replace it. DHORIZON will also refund any deposit paid.

§4 Except where specific deadlines and formalities are stipulated, all cancellations, for whatever reason, must be made by registered post. Cancellation will take effect 3 days after the date on which the registered letter is sent (date as per postmark).

§5 DHORIZON reserves the right to refuse or terminate services on behalf of the client, if necessary, for personal or client-related reasons (e.g. lack of commitment, lack of consistency, non-payment of invoices or any other reason whatsoever, failure by the client to comply with the safety rules transmitted by DHORIZON during information or training).

Completion times

Article 11

§1 The contract shall only be considered as concluded and the schedule for the performance of the services established upon receipt, by DHORIZON, of the deposit mentioned in article 8 and/or of the offer signed by the client and provided that DHORIZON is in possession of all information necessary for the performance of the services. In case of delay in the payment of the deposit by the client, DHORIZON will no longer be able to guarantee the execution deadline that may have been communicated to the client upon transmission of the offer.

§2 Services are performed by DHORIZON based on data and information transmitted and formulated by the client. Any delay attributable to the client will lead to an extension of the completion time, or even to the cancellation of the services in the event of a significant delay. In this case, DHORIZON will send an invoice to the client for an amount corresponding to the amount of the costs less the amounts already paid, by registered mail with acknowledgement of receipt.

§3 In any case, DHORIZON shall mention, at the client's request, a desired deadline for the completion of the services. This deadline is only indicative and may be extended for reasons beyond DHORIZON's control (e.g., illness, accident, force majeure, technical or IT problems, etc.).

In such a case, DHORIZON shall not be liable to the client for any payment to compensate for the delay.

Delivery and completion of services

Article 12

In any event, and insofar as legally or practically necessary, DHORIZON shall deliver to the client in person or by e-mail the various documents related to certain services rendered, such as reports, etc.

DHORIZON shall also provide the client with a copy of the documents related to the services rendered.

Customer obligations

Article 13

§1 The client shall ensure that the place where the services are to be provided is free and easily accessible before the start of the services. If the place is closed, and no third party is expressly dispatched to open the place, DHORIZON must be in possession of the key or access code beforehand. DHORIZON shall in no way be held liable in case of delay in the performance of the services due to accessibility to the place of performance. In such a case, DHORIZON is entitled to invoice one hour of service and travel expenses.

§2 The client grants DHORIZON access to the workshops, meeting rooms and social premises required for the smooth running of the services.

§3 The client shall ensure that he, his employees, or collaborators cooperate with DHORIZON in order to allow DHORIZON to intervene and perform the agreed services in the best possible conditions.

§4 The client shall provide DHORIZON with all the information and equipment (e.g., office equipment, computer access, specific security equipment) necessary to carry out the services.

§5 The parties perform their obligations in good faith and owe each other mutual respect and consideration. The parties undertake not to damage the credibility or image of the other party or that of its representatives through testimonials, publication or any other behaviour that may be detrimental to the other party throughout the duration of their relationship and for a period of 12 months following the end of the relationship.

Limitation of liability

Article 14

§1 DHORIZON shall perform the services in accordance with the rules of the trade, according to the practices of the profession and in compliance with the standards applicable to the services concerned.

In view of the above, its liability is strictly limited to the situations set out in the following paragraphs.

§2 DHORIZON provides business advice. In any event, its liability is limited to the provision of advice, i.e., a proposal of decision(s) to be taken. The client is solely responsible for the final decision taken based on the advice provided by DHORIZON, as well as for the consequences resulting therefrom. Under no circumstances shall DHORIZON be held liable for the foregoing.

§3 DHORIZON can only perform the services if the client has provided it with all the elements necessary for the performance of the services and has not omitted to provide it with any information likely to influence the result of the services. In case of omission of information or missing information, DHORIZON cannot be held responsible for the result of the services.

§4 DHORIZON is only liable for the respect of its legal and contractual obligations as well as for direct damages caused by its action. DHORIZON is not, under any circumstances, liable for any damage suffered by the customer and, but without being exhaustive, it is not liable for indirect damage or damage caused to third parties.

§5 Under no circumstances shall DHORIZON be liable for the cancellation or postponement of the service for reasons beyond its control, such as a total or partial strike by third parties to the relationship, natural disasters, (risk of) terrorist attacks, major epidemics subject to measures taken by the public authorities. In the event of an event of this type, the customer and DHORIZON undertake to agree on a postponement of the services insofar as such a postponement is possible.

Article 15

If DHORIZON's liability is called into question by the client or by a third party, it is, in all cases, limited to the amount of the services concerned by the dispute or the call into question and paid for by the client. In no case, the amount of the damage can consider a profit hoped for and not realized or a loss potentially avoided on the part of the client.

Confidentiality and personal data

Article 16

§1 Personal and/or confidential data relating to both the client and DHORIZON as well as to third parties involved in the contractual relationship, collected in any manner whatsoever and, essentially by e-mail exchanges, mentions on the offer, oral exchanges, as well as all future information, are only intended for the execution of the contract and for communications between the parties. It will not be communicated or transferred to third parties, other than technical service providers if necessary. Both DHORIZON and the client are bound to respect the confidentiality of the information and to use it only insofar as it is necessary for the performance of the services.

§2 In the event of a breach of this principle of confidentiality, both DHORIZON and the client shall be entitled to claim compensation from the party in question for the loss suffered.

Article 17

§1 Any personal data concerning the customer, as defined by the European Data Protection Regulation 2016/679 and the Law of 30 July 2018 on the protection of individuals regarding personal data, is processed in compliance with the latter. Data is kept solely for actions specific to DHORIZON and is not, under any circumstances, transmitted to third parties either for direct marketing purposes or for any other purpose.

§2 The data kept by DHORIZON is as follows: surname, first name, address, e-mail address, telephone number, dates and place of services, type of services provided, VAT number, bank details.

The customer can

- to object, on simple request and free of charge, to the processing of their personal data;
- to access, free of charge, the data concerning him/her kept by DHORIZON and to obtain rectification of any data that may be incomplete, inaccurate or irrelevant;
- to object, on serious and legitimate grounds, to the data stored being processed;
- to ask DHORIZON to delete data concerning him or her, provided that DHORIZON is not required to keep such data by legal obligations;
- to request the portability of their data held by DHORIZON to a third party;
- to withdraw consent to data processing based solely on consent at any time.

Any request concerning the foregoing must be addressed in writing to DHORIZON, either by post or by e-mail to contact@dhizon.be.

§3 DHORIZON may disclose personal information to third parties at the request of any legally authorized authority. DHORIZON may also disclose personal information if such disclosure is required, in good faith, to comply with laws and regulations, to protect or defend its rights or property or if it believes that the customer is a danger to itself or to a third party.

Intellectual property

Article 18

All elements produced by DHORIZON and delivered to the client are subject to legislation relating to intellectual property and, more particularly, to copyright. The

documents are established for exclusive use by the client. The latter may not, under any circumstances, reproduce them either privately or for professional purposes. Should the client fail to do so, DHORIZON reserves the right to refer the matter to the legal authorities, to claim the payment of royalties and, where applicable, damages.

Collection of testimonials and references

Article 19

§1 DHORIZON may solicit the client to obtain a written, oral, or visual testimonial on the performance of the services and their effect on a personal or professional basis.

The customer remains free to refuse this testimonial at any time. In the event of acceptance, DHORIZON will invite the client to give its formal agreement in writing.

§2 Testimonials collected by DHORIZON may be used for documentary or reference purposes.

§3 In accordance with articles 16 and 17 of these general terms and conditions, the customer authorises DHORIZON to mention the contractual relationship existing between them for canvassing, presentation, or reference purposes.

Claims

Article 20

§1 Any complaint by the customer must be made immediately verbally and confirmed in writing at the latest within 3 days of becoming aware of the subject of the complaint, as evidenced by the postmark.

DHORIZON undertakes to do its utmost to find an amicable solution that suits all parties.

§2 Provided that a claim is made by the client within the time limits set out in §1 above, and provided that DHORIZON accepts it, the amount of the claim shall be limited to the amount of the service covered by the claim less the actual costs incurred by the service provider.

Dispute resolution and competent courts

Article 21

In the event of a dispute, mediation between DHORIZON and the customer is preferred. To this end, the parties undertake to take part in at least one mediation meeting organised by a mediator approved by the Federal Mediation Commission. If, after this meeting, no agreement seems possible, the competent courts are those of the canton and judicial district of the service provider's registered office.

Nullity

Article 22

The invalidity of any provision of these General Terms and Conditions shall in no way affect the invalidity of the whole. If a clause is rendered null and void, the parties undertake to conclude a clause with a similar effect and to insert it in these general terms and conditions.

Application of Belgian law

Article 23

All provisions not specified in these general terms and conditions are governed by Belgian law in force at the time the contract is concluded.