

General Terms and Conditions

Phidan can consult all documents, all data and all relevant information required for the successful completion of the project described in the agreement mentioned below. The customer grants Phidan free access to its premises, permits the consultation of the relevant documents, invites his personnel and staff members to answer all relevant questions and to provide all information that is required for the completion of the present agreement.

Phidan will guard the confidentiality of all information and documents it receives or consults while executing its assignment, except for information of a public nature.

Barring explicit objection in writing by the customer, Phidan can use the name as a reference for other potential customers, without, however, divulging confidential information.

The recommendations, the reports and all other documents supplied by Phidan to the customer will remain Phidan's intellectual property. The customer undertakes not to forward information from these documents to any third party or to distribute their content.

Unless explicitly stated otherwise, invoices are due for payment to the headquarters fifteen days following the invoice date.

Failure to pay or delayed payment of an invoice or part of an invoice will, by law, and without prior notice, cause:

- all other invoices to fall due immediately, even those that would otherwise not yet have been due
- an increase with 15% of the amount to be paid, as recovery charge, with a minimum amount of € 50
- an interest to be paid by the customer, amounting to 10% of the unpaid amounts on an annual base, equalling the bank interest charges for disallowed overdrafts on current accounts

Phidan's obligations arising from the present agreement are obligations of means. Under no circumstances, Phidan can be held liable for potential damage resulting from the implementation of the formulated recommendations.

The customer cannot request any deviations from the professional code of conduct.

In case of termination due to gross negligence, this will be served by registered mail and commence on the first day of the week following the date of receipt of the notice. The termination does not release the customer from the obligation to pay for the services delivered until the day the termination started.

Phidan has the right to terminate the agreement with immediate effect:

- in case of gross negligence by the customer;
- in case of non-payment for the delivered services;
- in case information relevant for Phidan's correct analysis and decision process is withheld;
- in case information that can impact Phidan's decision process is withheld.

The termination of the agreement by Phidan does not release the customer from his obligations towards Phidan, i.e. the payment of all delivered services and costs.

In case of unreasonable delay, not caused by circumstances beyond Phidan's control, the customer waives all rights except those to demand the rescission of the present agreement, except for any damages of whatever kind. The rescission can commence one month after the proof of default by registered mail that Phidan has not acted upon.

The customer provides Phidan with an appropriately furnished office, with phone and internet connections, so that Phidan can fulfil its duties in the most efficient way possible. This office is preferably located where the operations take place.

The customer and Phidan will agree on the location where Phidan is expected to perform its activities.

The customer is not allowed to directly or indirectly contact the Phidan's consultant for employment reasons at the customer side without prior written consent by Phidan.

Phidan reports to the persons that have been assigned by the customer.

The above-mentioned agreements will solely be governed by the terms of the Belgian Law. All disputes arising from the above-mentioned agreements will be solely submitted to the courts of Leuven or to the Justice of the Peace of the Leuven canton.