

General Terms and Conditions I Voxdale BV

ARTICLE 1. DEFINITIONS

Voxdale

the limited liability company Voxdale BV, legally established in Bijkhoevelaan 32c, 2110 Wijnegem, Belgium, with VAT number: BE0749.635.695, which offers company-wide design, engineering and product development services.

Products and services:

the products and services of Voxdale, including but not limited to the workshops, design and advice regarding technical solutions, calculations and products as set out in the Service proposal.

Service proposal

the letter detailing the Services which Voxdale will provide to the Client and the fees to be paid.

Agreement

the arrangements established in writing (whether or not in the form of a Service proposal) between Voxdale and Client, concerning the services to be provided by Voxdale to the Client.

Intellectual Property

Any intellectual or industrial property, whether protectable by statute, at common law or in equity, that has been or is created or developed by Voxdale (whether solely or jointly with others) in providing the Services to the Client, including all copyright, inventions, patents, designs (whether or not registrable), registered and unregistered trademarks.

Materials

Anything created, provided, produced or reproduced by Voxdale in providing the Services or that relates to the business of the Client, including all documents, records, reports, notes, memoranda and computer media and also photocopies or other reproductions of existing materials and products, materials and components.

Client

Any natural person or legal person that charges Voxdale with the execution of work pursuant to an Agreement.

Confidential Information

1. about the Service proposal;
2. about the Services;
3. that is generated by Voxdale solely or jointly with others in providing the Services; or
4. about either party or its business or activities that is disclosed to the other party,
5. whether the information is in oral, visual or written form or is recorded or embodied in any other medium.

ARTICLE 2. SCOPE

1. These terms of agreement apply to all offerings of, assignments for, and agreements with Voxdale. These terms of agreement also apply to possible supplemental assignments and follow up assignments. Stipulations and Agreements that deviate from these terms of agreement are valid only insofar they are confirmed in writing by Voxdale. The terms of agreement of the Client, even those which were announced later, do not apply to the Agreement, unless, expressly and in writing accepted by Voxdale.
2. If with respect to the terms of agreement the Participant for whatever reason is able to appeal to the nullification of specific stipulations on the grounds that these are unreasonably burdensome for him or her, these stipulations nevertheless remain valid in the relationship between Voxdale and Client, unless the Client is entitled to independently appeal to the nullity of such a stipulation and the Client in fact appeals to such nullification.



3. The content and purpose of the assignment is further described in the assignment confirmation, but is not limited thereto. Unless the parties agree otherwise, Voxdale is entitled to all such to perform activities that are necessary to realize the assignment, or a comparable one to achieve results.
4. Voxdale is free to carry out the work as it sees fit, taking into account the instructions and instructions from the Client.
5. Voxdale is entitled to engage third parties at the expense of the client if this is done for the execution of the assignment is necessary or desirable.

ARTICLE 3. OFFER AND ACCEPTANCE

1. All quotations and quotations made by or on behalf of Voxdale are without obligation, except if stated otherwise in writing or by email by Voxdale.
2. An offer or quotation made by Voxdale is valid for 1 month, unless otherwise mentioned.
3. The content of catalogs, folders, printed matter, price lists or internet sites provided by Voxdale is compiled with great care, but contains only general information that does not bind Voxdale and thus cannot be triggered unconditionally.

ARTICLE 4. COMMENCEMENT OF THE AGREEMENT

1. An agreement is concluded on the day that the following conditions are met: the quotation or contract form has been completed and signed by the client, received and accepted by Voxdale, or if and as soon as Voxdale has confirmed the order in writing or by email or as soon as the execution of the agreement has started.
2. The parties are free to prove the conclusion of the agreement by other means.
3. Additions and changes to the agreement can only be made in writing.

ARTICLE 5. INVOICING TERMS

1. Invoices for Services rendered are due within 20 days from the date of the invoice unless otherwise indicated in the Agreement.
2. Voxdale is entitled to request an advance on the payment due and the to start work only once the advance has been paid. Furthermore, Voxdale is at all times entitled to demand security from the client for all that the client owes Voxdale is due.
3. The Client shall pay Voxdale for the Services as provided for in the Agreement.
4. The Client shall reimburse Voxdale for the cost of all reasonable disbursements, such as airfares, taxis, accommodation, meals costs incurred by Voxdale in connection with providing the Services.
5. Voxdale fees are inclusive of the preparation, administration and presentation of the Services, detailed in the Agreement. Fees for Services not detailed in the Agreement will be separately negotiated as required.
6. Performance for the services are invoiced on a monthly basis.
7. Unless otherwise explicitly stipulated in the Agreement, all fees are Time & Materials based and will be communicated to the client on a monthly basis.
8. If the client is of the opinion that the amounts charged are incorrect, then the client should notify Voxdale with the objections within two weeks after the invoice date. After receipt of the objection, Voxdale will conduct an investigation into the correctness of the invoice amount. If the client does not object to the amount of the invoice within the aforementioned period, he is deemed to have agreed with the invoice and can no longer invoke any inaccuracy of the invoice.
9. All fees for Services are VAT exclusive.
10. Except as otherwise provided for in the Agreement, all fees can be modified on a yearly basis, as from January 1st of each year, or in case of change of the scope of the Services jointly with the Client.
11. If the Client does not pay the invoices for Services performed within 30 days after the invoice date, the amount of the invoice will automatically and legally be raised with a late fee of 1 % per month and a lump sum of 75€ per due invoice for administrative costs.
12. All costs of collection, including all costs of legal assistance, in legal as well extra-legal proceedings, are entirely for the expense of the Client. In any case, with respect to extra-legal costs, Voxdale will charge 15% of the owed principal amount without any obligation to substantiate these costs.



13. Voxdale is entitled to charge a travel allowance of € 0.33 (excluding VAT) per kilometer.

ARTICLE 6. CANCELLATION OR CHANGE OF DATE

Unless specified otherwise in the Service proposal the Client is allowed to cancel scheduled Services subject to the following:

- If cancellation notice is received 8 working days or more prior to the start date of the scheduled Services | **no charges**
- If cancellation notice is received between 7 and 4 working days prior to the start date of Services, | **20% of charges (incl. VAT)**
- If cancellation notice is received 3 or fewer working days | **40% of the charges (incl. VAT) apply.**

ARTICLE 7. DUTY OF CARE

1. In providing the Services, Voxdale will use reasonable skill, care and diligence, which can be expected of a professional service provider
2. Voxdale will provide the Services in such a manner and with such consideration for the Client as to maintain the good name and professionalism of the Client, and shall comply with all reasonable instructions from the Client's management in respect of the provision of these services. Services will be provided at the Client's premises, Voxdale's premises or elsewhere, as agreed from time to time.

ARTICLE 8. HEALTH AND SAFETY

1. Both parties will abide by any health and safety, EEO and human rights legislation, rules or instructions and otherwise act in respect of the maintenance of a safe work site through the exercise of safe work practices.
2. Voxdale does not assume any obligation of the Client under such legislation.
3. On sites where there is a multiple provision of Services and works, the Client shall establish a clear hierarchy of responsibilities related to health and safety management between all parties.

ARTICLE 9. LIABILITY AND INSURANCE

1. The commitments of Voxdale are qualified as an obligation of means. Any potential liability should be assessed in the light of this qualification.
2. Voxdale can in no case be held contractual liable for indirect or consequential damages of any kind, which the Client may suffer as a result of errors or defects by Voxdale. The contractual liability of Voxdale will be limited in any case to the amount of compensation already paid by the Client for the service and the maximum fee for one year if the Agreement was concluded for a longer period.
3. Voxdale shall take out and maintain appropriate professional indemnity insurance for the duration of the Agreement. In any case, (incl. if one or more clauses of art. 7 are unenforceable) any (extra-) contractual liability on the part of Voxdale with respect to the Client is limited to the amount that is paid out in the corresponding case under Voxdale's liability insurance, whereby the deductible will be charged to the Client. Unless otherwise specified, this limitation of liability is applicable, whatever the liability regime stipulates, like contractual liability, extra-contractual liability, objective liability, even in case of gross negligence.
4. Possible limitations to liability negotiated by Voxdale with engaged third parties even not with regard to the execution of the service in question are directly applicable between Voxdale and the Client.
5. The Client indemnifies Voxdale against all damages that Voxdale might suffer as a result of claims of third parties that are related to the goods, Services or products delivered by Voxdale, including but not limited to:
 - Claims of third parties, employees of Voxdale included, who suffer damage related to the execution of the Agreement that results from actions or neglect on the part of the client, incl. agents or from the result of unsafe situations in the company of the client.



- Claims of third parties who suffer damages resulting from a defect in the goods in so far used by the Client , Services or products provided by Voxdale that are used, modified or delivered in turn by the Client with the addition of or in conjunction with its own products, software or Services of the Client.
6. A precondition for the existence of any right to damage compensation, subject to forfeiture any right to compensation, is that the Client must report the damage to Voxdale in writing as quickly as is reasonably possible after its occurrence, at the latest within four weeks after the damages occurred.

ARTICLE 10. FORCE MAJEURE

Voxdale is not bound to perform any obligation in the Agreement if it is hindered in this by a situation that is not its fault, or not its responsibility in accordance with the law, legal act or prevailing views. In this case Voxdale is in no way obliged to pay the damages that occur. The intended circumstances are, for example but not limited to, a natural disaster, war, strike, industrial dispute, work stoppage, fire or government intervention.

ARTICLE 11. CONFIDENTIALITY

Neither party may, either during or after the term of this Agreement, disclose or cause or permit to be disclosed any Confidential Information (or allow or assist or make it possible for any person to observe or have access to any Confidential Information), except with the prior consent of the other party. This obligation does not apply to the following:

- information after it becomes generally available to the public other than because of a breach of this Agreement by either party
- the disclosure of information in order to comply with any applicable law or legally binding order of any court, government, semi-government authority or administrative or judicial body or the applicable rules of any stock exchange
- information that is disclosed by a party after it is disclosed to that party by a third party with the lawful right to make that disclosure, if the use or disclosure accords with the rights lawfully granted to that party by the third party

ARTICLE 12. INTELLECTUAL PROPERTY

1. Client acknowledges that Voxdale will own all rights, title and interest to all Intellectual Property and Materials created, made or developed by Voxdale in the course of providing the Services as long as the full Service fees have not been paid. From the moment the fees for the Services have been paid, all rights, title and interest to all Intellectual Property and Materials created under that Service will be transferred to the Client.
2. The Client must respect and will respect the intellectual property rights of Voxdale, refrain from infringing Voxdale's rights in models, drawings, designs, samples, materials, as well as on the products and services of Voxdale, unless explicitly stated otherwise agreed. The Client indemnifies Voxdale against any third-party claims as a result of infringement of intellectual property rights by the client.
3. The Client guarantees Voxdale that it is the rightful claimant of the goods of which it supplies to Voxdale the models, drawings, designs, examples and / or materials and that it is entitled to make them available to Voxdale for the agreed purpose. Client indemnifies Voxdale for any claim from third parties as a result of a possible infringement of rights of third parties.
4. Client is obliged to keep all information regarding Voxdale secret, including all models, drawings, designs, examples, materials, as well as products and services, which it has received or which have been communicated to him/her in the context that takes note of negotiations and/or the formation and implementation of agreements. The Client guarantees that its employees will not violate the confidentiality clause. If necessary, the client will sign a separate confidentiality agreement.



ARTICLE 13. NON-SOLICITATION

1. The Client agrees that for the duration of the Agreement and for a period of twelve (12) months after the expiration or termination of the services, neither it nor any of its representatives shall directly or indirectly, for itself or on behalf of another entity, solicit for employment or otherwise induce, influence, or encourage to terminate its relationship with the Voxdale any employee of Voxdale.
2. In the event of non-compliance with this clause, the Client shall automatically pay an amount of 50,000 EUR as fixed and irreducible compensation, unless otherwise agreed by the Parties.
3. Voxdale agrees that for the duration of the Agreement and for a period of twelve (12) months after the expiration or termination of the services, neither it nor any of its representatives shall directly or indirectly, for itself or on behalf of another entity, solicit for employment or otherwise induce, influence, or encourage to terminate its relationship with the Client any employee of the Client which function was related to the Services except pursuant to a general solicitation through the media that is not directed specifically to any employee of the Client, unless such solicitation is undertaken as a means to circumvent the restrictions contained in or conceal a violation of this provision.
4. In the event of non-compliance with this clause, the Voxdale shall automatically pay an amount of 50,000 EUR as fixed and irreducible compensation, unless otherwise agreed by the Parties.

ARTICLE 14. RETENTION OF TITLE

1. The products and services delivered by Voxdale are and remain the property of Voxdale until the Client has fulfilled all its obligations to Voxdale, for whatever reason.

ARTICLE 15. LIABILITY

1. Voxdale is not liable for any damage, by whatever name and by whatever cause arisen, other than direct damage as a result of own intent or gross negligence, by the client proof and up to a maximum of the amount invoiced by Voxdale for the delivered goods, products and services, or a part thereof. Voxdale accepts no liability for corporate or consequential damage as a result of shortcomings in the delivery by Voxdale or through the mediation of Voxdale products and services supplied.
2. Client indemnifies Voxdale against all claims for damages that third parties may make apply in respect of damage in any way caused by the unlawful, or careless use of products and services supplied by Voxdale to the client.
3. Voxdale is not responsible or liable for the content of the client supplied models, drawings, designs, examples and / or materials.
4. Client is liable for all damage that Voxdale may suffer as a result of the client's attributable shortcoming in the fulfillment of the obligations arising from the agreement and these terms and conditions.
5. Changes in the details of the client must be communicated to the client immediately in writing to Voxdale. If the client does not do this, the client is liable for any damage caused Voxdale is suffering as a result.
6. The simulation tools used by Voxdale that are used for calculations and insights, are often still in the research phase and have not been validated by standards or tests, nor are they recognized by the competent authorities. The client recognizes this and will know this applies in the interpretation of the recommendations and advice. Voxdale is not liable for this direct or indirect damage resulting from the interpretation of results from simulations.

ARTICLE 16. TERMINATION OF AGREEMENT

1. Both parties may annul the Agreement due to a shortcoming on the part of the other party, if before annulment the party that annuls the Agreement provides the other party details in writing concerning the shortcoming and gives it a reasonable opportunity to correct the shortcoming within five working days .
In the following situations Voxdale has the right to terminate the Agreement with immediate effect, without notice of default or judicial intervention, without



prejudice to the right of Voxdale to damage compensation and possible other rights:

- i. If the Client is or is declared to be in a state of bankruptcy;
 - ii. If the bankruptcy of the Client is requested (by a third party) or by the Client itself;
 - iii. If a (temporary) suspension of payments in respect of the Client is granted;
 - iv. If the Client's company is shut down, wound up, entirely or partially transferred, or a settlement is arranged to transfer the assets of the Client to a creditor, or preparations are taken for the above-mentioned transactions;
 - v. If the Client fails to comply on time or properly with any of its obligations resulting from the Agreement or from other agreements resulting from it.
2. All claims that Voxdale might have or receive with respect to the Client due to the cases mentioned in the *previous* section are payable immediately and in full.

ARTICLE 17. NATURE OF RELATIONSHIP

The relationship between the parties is that of independent Client and Contractor, and nothing in this Agreement shall constitute the relationship of employer/employee between the parties or their respective employees.

ARTICLE 18. ADVERTISING AND SETTLEMENT

1. On penalty of forfeiture of any claim against Voxdale, the Client must make any complaint in writing of observable defects no later than 8 days after delivery and for defects that are not visible, the Client must make any complaint no later than 8 days after the defect has been identified, could have been or should have been detected, but no later than 12 months after delivery date.
2. If the complaint is justified, the delivered products or services will be adjusted after consultation.
replaced or refunded.
3. Advertising does not suspend the obligations of the client.
4. Client is not entitled to set off claims against Voxdale against obligations to Voxdale.
5. Voxdale is at all times entitled to set off any claims of the client against claims against the client.

ARTICLE 19. SETTLEMENT OF DISPUTES

1. It is crucial to the success of this Agreement that the parties maintain a prudent, friendly and open business relationship. Possible differences of opinion must be expressed immediately with a view toward early discussion and if possible an amicable solution.
2. Belgian law is applicable to the relationship between Voxdale and the Client.
3. All disputes that might arise between Voxdale and the Client on the occasion of this Agreement or further relevant agreements will be settled exclusively by the competent court in Antwerp.

