

1 Subject

This document sets out the terms and conditions under which we provide Consultancy Services to you. In the event of conflict between the terms of the agreement, the following rules of priority shall apply: 1st the order agreement, 2nd these general terms, 3rd the proposal. We only provide Services to you on these terms and conditions. These terms will apply to any supply of Services by us to you (even if you subsequently send us your terms and conditions) unless we otherwise agree in writing.

2 Definitions and Interpretations

The following words and terms have the meanings shown wherever they appear in the Contract:

1. "Agreement" means the contract between the Consultant and the Client. The documents and appendices forming part of the contract are defined in the Agreement.
2. "Consultant" means the firm or firms, company or companies entered as party or parties to the Agreement.
3. "Project" means the Project referred to in the Agreement. Projects can be added upon simple request. (Project examples: RFQ, Warehouse optimisation, ...)
4. "Services" means the work and services described in the Agreement as such work and services are amended or modified from time to time by agreement in writing between the parties.
5. "Works" means the works covered by the Project or any part thereof and in respect of which the services of the Consultant are required under the Agreement.
6. "Month" means any period of one month according to the Gregorian calendar.
7. "Day" means the period between one midnight and the next.
8. "Local Currency" means the currency of the country where the Project is located and "foreign currency" means any other currency.

The headings shall not limit, alter or affect the meaning of any provision in the Agreement.

Words importing the singular also include the plural and the masculine includes the feminine and vice versa, unless the context otherwise requires.

3 Relation between the Parties

Nothing stated in the Agreement shall be construed as establishing a relation of master and servant, employer and employee or principal and agent between the parties.

3.1 Independency

The Consultant shall perform his activities under the present Agreement on an entirely independent basis and will never act or consider himself as an employee or agent of the Client. The Agreement shall not constitute a partnership between the parties hereto.

Without prejudice to its general obligation of proper performance of the Services, the Consultant shall be able, with complete freedom and independence, to organize its activities and shall only have to render account of the specific duties or Services accomplished under the present Agreement, but shall not be required to account for his working methods. The Client shall never exert over the Consultant any part of authority, which an employer is normally vested with.

3.2 Non-exclusive

The Consultancy Agreement is non-exclusive. The Client is free to consult other experts in the Consultant's field of specialization and the Consultant retains the right to provide similar Services to other parties, unless these Services are in competition with the Project as described in the Agreement.

4 Obligations of the Consultant

4.1 Standard of Performance

The Consultant shall perform the Services and carry out all his obligations under the Agreement, with all due care, skill, diligence and efficiency in accordance with the standards recognized in the profession. In performing the Services, the Consultant shall act as the faithful adviser of the Client and shall safeguard the legitimate interests of the Client.

4.2 Observing Local Laws

The Consultant, his employees and Sub-Consultants, whilst in the country in which the Works are to be carried out, shall respect the laws of the said country.

4.3 Conflict of Interest

The remuneration of the Consultant under the Agreement shall constitute his only remuneration in connection with its performance and neither he nor his personnel shall accept any trade commission, discount, allowance or indirect payment or benefit from any third party in connection with the performance of the Services or of any obligation of the Consultant under the Agreement.

The Consultant shall not become the medium or assignee of any payments to be made by the Client to any contractor or supplier, unless he is specifically requested in writing by the Client to become such a medium. The foregoing is without prejudice to certification of payments by the Consultant.

4.4 Ownership of Documents

All calculation tools, drawings, designs and audio-visual material shall remain the sole property of the Consultant. All output towards the Client will be done in PDF, video/picture format or in the by the Client provided documents. The Client may not use them for purposes unrelated to the Agreement without the prior written consent of the Consultant.

The Client undertakes not to enter any amendments on the designs except through the Consultant. In case the Client does not abide by this condition, the Consultant shall relieve himself from any responsibility for the consequences of such amendments.

5 Obligations of the Client

5.1 Data and information

The Client shall furnish without charge and within a reasonable time all pertinent data and information available to him relating to the Project and shall give such assistance as shall reasonably be required by the Consultant for the carrying out of his duties under the Agreement. The Consultant provides the Services within the limits set by the information supplied by the Client. In doing so, the Consultant is entitled to rely on the accuracy and completeness of the information provided by the Client. The Consultant cannot be held liable for the incorrect performance of the Services if such incorrect performance was caused by incorrect, incomplete or late supply of information by the Client.

If additional costs or delay are directly occasioned by any discrepancies, errors or omissions in the information and decisions supplied to the Consultant by the Client, the Client shall pay any such additional costs to the Consultant and shall allow an extension of any time specified in the Agreement to complete the Consultancy Services.

5.2 Facilities

The Client shall make available, free of charge for use by the Consultant and his personnel for the purpose of carrying out the Services, the equipment and facilities described in the Agreement. In the event of delay in making available to the Consultant the equipment, facilities or services set forth in the Agreement, the Consultant shall notify the Client of such delay and shall be entitled to an appropriate extension of time for performance of the Services and a proportional remuneration for completion of the Services, insofar as additional costs are incurred by the Consultant.

If the anticipated equipment and/or facilities are not forthcoming the Client and the Consultant shall agree on how the affected part of the Services shall be carried out and upon a revised remuneration therefore, insofar as additional costs are incurred by the Consultant.

6 Liability

A Party is only liable for damage caused by proven defaults attributable to it within the limits of this article. Parties' liability will anyhow be limited to foreseeable, direct and personal damage suffered, to the exclusion of consequential damage, the latter being damages or losses that do not directly and immediately result from a wrongful act, either contractually or extra-contractually but instead indirectly and/or after the lapse of some time, including but not limited to loss of earnings, business interruption or stagnation, increase of personnel cost and/or the cost of personnel depletion, damages comprising or resulting from claims by third parties, failure to realize anticipated savings or benefits and loss of data, profits, goodwill, opportunity, business, time or revenue, loss of orders, loss of customers, increase of overhead costs, consequences of a strike, however caused.

In any case, the Consultants maximum liability under the Agreement will not exceed the value of the Project to which the liability applies under the Agreement or, in case the duration of the relevant Project under the Agreement exceeds one year, the yearly value of the relevant Project under the Agreement.

Nothing in these terms limits or removes the Parties liability for death or personal injury caused by negligence or fraudulent statements or any other liability which cannot be limited or excluded by law.

The Consultant shall have no liability to the Client for any failure or delay in providing the Consultancy Services which is caused by the Clients acts or omissions.

If the Consultant is found liable to the Client, and the Client and/or a Third Party has contributed to the loss or damage, the Consultant shall only be liable to the proportional extent of its own contribution.

Neither party shall be liable for any loss or damage occurring after the date on which the Services were completed.

The right to claim damages for defaults attributable to the Consultant will be forfeited six (6) months after the occurrence of the alleged error.

If one of the Parties is in breach, the other Party shall serve notice of default. The notice of default shall be in writing and shall specify in reasonable detail the nature of the default allowing the defaulting Party a reasonable period to remedy the default.

If possible, the Consultant will repair the error at its expense. In that case, the Client will not be entitled to compensation.

7 Indemnification

A Party shall indemnify the other Party and hold him harmless against any loss of life or property, injury, damage, actions, proceedings, claims by third parties, costs, including legal fees and expenses, suffered or incurred by the other Party as a result of any wrongful act, negligence or breach of contract on the part of the Party or his servants.

8 Confidentiality

Both Parties undertake not to communicate any confidential information they have access to under this Agreement to third parties, not to use this information for other purposes than the performance of the Agreement and to communicate such information only to employees, appointed persons and representatives as far as necessary for the performance of this Agreement.

9 Taxes

Where there is a reference to any payment under the Agreement, VAT (or any similar tax) is to be added to the amount of that payment.

10 Postponement and Termination

10.1 By Notice of the Client

The Client may by written notice to the Consultant at any time give prior notice of his intention to omit any part of the Services or to abandon the Services in whole or the remaining part thereof and terminate the Agreement. Unless otherwise agreed between the parties, the effective date of termination of the Agreement shall not be less than thirty (30) days after receipt of such notice. The

Consultant shall upon receipt of such notice take immediate steps to bring the Services to a close and to reduce expenditure to a minimum.

10.2 Force Majeure

The Consultant shall promptly notify the Client, in writing, of any situation or event arising from circumstances beyond his control and which he could not reasonably have foreseen which makes it impossible for the Consultant to carry out in whole or in part his obligations under the Agreement. Provided that the occurrence of such a situation or event is sufficiently verified and is acknowledged by the Client, who may not unreasonably withhold his acknowledgement, the Services shall be deemed to be postponed for a period of time equal to that caused by the Force Majeure and a reasonable period not exceeding one (1) month for remobilization by the Consultant for continuation of the Services.

The Agreement shall automatically terminate in case of death of the Consultant without notice or indemnity.

10.3 Default

The Client shall notify the Consultant, in writing, if he considers that the Consultant is in breach of any of his obligations under the Agreement, stating the default on the part of the Consultant constituting such breach. In the event that the Consultant does not respond to such notice within fifteen (15) days or fails to rectify the default within a reasonable period not exceeding thirty (30) days, the Client may by further notice to the Consultant terminate the Agreement as of the date stated in such further notice.

The Consultant may by written notice to the Client terminate the Agreement:

1. if he has not received payment of that part of any invoice, which is not contested, within ninety (90) days of the submission thereof; or
2. if the Services have been postponed as provided for in Sub-Clause 10.2 and the period of postponement has exceeded six (6) months.

10.4 Entitlements of Consultant upon Postponement or Termination.

Upon postponement of the Services or termination of the Agreement under Sub-Clauses 10.1, 10.2 or 10.3 hereof, and subject to the obligation of the Consultant to reduce expenditure to a minimum as stated in Sub-Clause 10.1 hereof, the Consultant shall be entitled to receive the remuneration due up to the effective date of postponement or termination and reimbursement in full for such of the costs specified in the Agreement as shall have been incurred prior to the effective date of such postponement or termination and for all costs incidental to the orderly termination of the Services, including return travel of the Consultant's personnel, their dependents and effects.

10.5 Rights and Liabilities of the Parties

Termination of the Agreement, for whatever reason, shall not prejudice or affect the accrued rights or claims of either party to the Agreement against the other.

11 Remuneration of the Consultant

11.1 Time for payment

In consideration of performing the Services and his other obligations under the Agreement the Consultant shall be remunerated by the Client in accordance with the conditions and schedule of remuneration and payments set forth in the Agreement.

11.2 Supplementary Services

In the event that supplementary Services, in addition to those provided for in the Agreement, are required as a result of alterations or modifications to the Services or the schedule of performance thereof, specifically requested by the Client in writing and agreed with the Consultant, or in the event of delay in performance of the Services due to circumstances beyond the control of the Consultant and which could not reasonably have been foreseen by him, the Consultant shall, insofar as he has incurred any extra costs, receive additional remuneration computed either on time basis or as may be otherwise agreed between the Client and the Consultant, together with any reimbursable expenses incurred. The Consultant shall also be entitled

to additional remuneration on the aforesaid basis in respect of any additional Services not covered by the Agreement, which are necessarily incidental to the termination of the Agreement, other than termination for breach by the Consultant of any part of his obligations under the Agreement.

11.3 Delay

In case of delay on the part of the Client or of any contractor or delay in the execution of the Works due to the taking of the Works or any part thereof out of the hands of any contractor because of his failure to properly perform his obligations under the contract between him and the Client, then to the extent that the Consultant incurs extra costs as a result of such delay, he shall be entitled to additional remuneration computed on time basis or as otherwise agreed between the Client and the Consultant, together with any reimbursable costs actually incurred.

11.4 Disputed and Unpaid Invoices

If any item or part of an item of an invoice submitted by the Consultant is disputed or questioned by the Client, he shall so inform the Consultant within thirty (30) days of receiving the invoice stating the reasons for disputing or questioning such item or items of the invoice.

Without prejudice to any other rights of the Consultant, the Consultant has the right to suspend its Services/terminate the Agreement automatically and without prior intervention of a court in the event of non-payment of any undisputed outstanding amounts. All consequences resulting from the suspension of the Services and/or termination of the Agreement on the grounds of non-payment are at the Client's risk and expense.

11.5 Cancellation

In the event of cancellation of the Agreement prior to or during the performance of contract Work, the Consultant reserves the right to charge the costs incurred as well as lost income (minimum flat rate = 15% of the contract value)

11.6 Changes

Should the need arise for any amendment or variation on the designs or documents already prepared by the Consultant at the request of the Client, the Consultant shall be entitled to remuneration for such amendments and variations. Where the need arises for the extension of the original completion period of the Project as stated in the contract-agreement concluded between the Client & the Consultant for any reason whatsoever in which the Consultant is not involved, the Consultant shall be entitled to remuneration as stated in the Agreement.

11.7 Exchange rates

All payments made by the Client in foreign currency as required by the Agreement hereto shall be transferrable abroad by the Consultant, unless and insofar as otherwise provided in the said Agreement.

Whenever it shall be necessary to evaluate one currency in terms of another for the purpose of the payment of an amount specified in the Agreement the rate of exchange applicable shall, unless otherwise agreed in writing, be the selling rate published by the Central Bank in on the date of payment.

12 Changes in Legislation

If in the country in which the Project is being carried out there shall occur, subsequent to the date of the Agreement, changes to any national or state statute, ordinance, decree or other law or any regulation or by-law of any local or other duly constituted authority, or the introduction of any such national or state statute, ordinance, decree, law, regulation or by-law which results in increased or decreased costs to the Consultant in connection with the performance of the Services, such additional or reduced cost shall be paid by or credited to the Client and the agreed remuneration adjusted accordingly.

13 Notices

Any notice, request or consent required or permitted to be given or made pursuant to the Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been duly given or made

when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail to such Party at the addresses stated in the Agreement.

14 Illegal or Unenforceable Terms

If any court or other authority finds that any term (including any sub-clause or part thereof) of the Agreement is illegal or cannot be enforced, that will not affect the other terms of the Agreement which shall remain in force.

If a term is found to be illegal or cannot be enforced, the Consultant shall agree with the Client a substitute term that achieves (as far as possible) the aim of the term that is illegal or cannot be enforced.

15 Changing this Document

The Agreement can only be changed if both parties agree to the changes in writing.

16 Applicable Law

The Agreement shall be governed by and shall be construed and applied in accordance with the Belgian law.

17 Settlement of Disputes

Any dispute or controversy between the parties hereto relating to the interpretation or application of the Agreement and which cannot be settled amicably through negotiations between the parties shall be submitted to the court of competent jurisdiction in Belgium.