
GENERAL TERMS AND CONDITIONS — Holifresh SA - Belgium

Applicable as from 1 September 2026

ARTICLE 1 - PURPOSE

HOLIFRESH is a public limited company (société anonyme) governed by Belgian law, registered with the Crossroads Bank for Enterprises under number BE 0673.840.489, with its registered office at 3 Rue du Bosquet, 1348 Louvain-la-Neuve, in accordance with the applicable legislation and regulations.

Holifresh's corporate purpose is the provision of advice and tailored solutions for the control of sensitive parameters during the transport and storage of products, as well as the development of physical and digital tools adapted to those same services. Holifresh notably aims to offer its clients solutions enabling them to reduce their costs or save time in their daily tasks of managing and monitoring critical parameters such as temperature, humidity, CO2 level or any other parameter measurable by the sensors. Holifresh also offers solutions for the management of other tasks, such as the digitalisation of the HACCP plan or audits.

The monitoring of these parameters is carried out notably through the placement and calibration of specific sensors by Holifresh in the client's installations, as well as through the provision to the client of a HOLIFRESH platform (hereinafter « the platform ») which enables the client to ensure that the parameters subject to control are respected at all times.

The specific terms for the client's access to the platform, as well as, more generally, the implementation of the services by Holifresh, are further specified in a specific agreement, to which these general terms and conditions are annexed and of which they form an integral part.

Subject to what is provided by this specific agreement, these general terms and conditions exclude the application of any other provision, in particular the client's general terms and conditions.

Any derogation from these general terms and conditions must be agreed in advance, expressly and formally, in a written document dated and signed by the Parties.

These general terms and conditions apply to both existing and future contracts. As regards existing contracts, notification of the entry into force of these general terms and conditions shall be made in accordance with article 2.

ARTICLE 2 - AMENDMENT

These general terms and conditions may be amended at any time, at the sole decision of Holifresh, provided that the client is informed thereof beforehand or, at the latest, at the time of their entry into force. The client has the right to terminate the ongoing contract for the future, subject to full payment of the price, costs and expenses relating to access to the platform and its prior use, as well as full performance of the other obligations incumbent upon it in performance of that contract.

ARTICLE 3 - NATURE OF THE SERVICES

The monitoring of critical parameters is carried out through the provision to the client of an internet platform, accessible via a direct link communicated to the client (and which may evolve according to Holifresh's instructions), and to which the devices or sensors acquired by the clients communicate the parameters to be controlled (temperature, humidity, CO2 or any other measured parameter).

In view of the technical specificities, it is agreed that the devices and sensors may only be acquired or rented from Holifresh or from service providers approved by it.

Holifresh may in any event impose a type of sensor on the client, mainly for reasons of a technical nature, of connectivity and/or of compatibility of these sensors with the platform, and may likewise decide at any time to modify the type of devices to be acquired, or to upgrade older devices, without the client being able to invoke this sole circumstance as being of a nature to entail the unilateral termination of the contract and/or any obligation on the part of Holifresh.

The devices and sensors must be placed on the client's installations to be monitored. The placement of these sensors is in principle carried out by Holifresh. In certain cases, it may be carried out either by an independent service provider or a subcontractor of Holifresh, or by the client itself.

The service provider guarantees to the client the proper transmission and reception of the data from the various sensors. The latter are connected on different networks, chosen according to their specificities and the expertise of the service provider. Certain networks used require, due to their operating mode or the complexity of the site, the installation of a « network box » or a « relay » enabling the chosen network to be broadcast and amplified on site.

The regime applicable to this equipment depends on the network concerned:

- for the Sigfox network, the network box is placed on deposit with the client and remains the exclusive property of Holifresh. It is not invoiced to the client and must be returned at the end of the contract, in accordance with article 4;
- for the LoRa network, the relay is, depending on the option chosen in the specific agreement, either acquired by the client and its property, or made available by Holifresh and then its exclusive property under the same conditions as the Sigfox box.

The client undertakes to use the equipment scrupulously in accordance with the instructions for use. Any loss of network due to improper handling of the network box or the relay, or to any technical defect thereof, may not give rise to the liability of Holifresh.

As regards the platform, and in order to meet the clients' needs, the specific agreement may provide that access to the platform and its use may notably include, without this list being exhaustive or limitative: an overall view of all connected control points; real-time alerts by SMS (max. 10 SMS per day per control point); alerts by e-mail (unlimited to the addresses provided); recording reports of the chosen critical parameters (unlimited); automatic and periodic reports (unlimited to the addresses provided); the management of access and of the actions of authorised persons (user management); the corrective and/or evolutive maintenance of the platform.

The platform is provided as is, under an obligation of means. Holifresh deploys reasonable efforts to ensure its availability but does not guarantee uninterrupted or error-free operation. Interruptions related to maintenance, updates, third-party networks and servers, or force majeure may not engage its liability. The platform is an evolving

application, regularly improved, notably according to the clients' feedback; these updates are carried out free of charge.

ARTICLE 4 - OWNERSHIP OF HOLIFRESH EQUIPMENT

Depending on the type of contract chosen by the client in accordance with article 2 of the specific agreement, the latter may either be the owner of the sensors or hold them for a limited period. Thus, and except where the client decides to purchase the sensors, Holifresh remains the sole owner.

As regards the Sigfox network box, or the LoRa relay when it is made available by Holifresh, in the form of a housing, it remains the exclusive property of Holifresh, the client being unable to claim any ownership right in this respect. This equipment must be returned to Holifresh at the end of the contract. Should the client lose or destroy this equipment, it will be invoiced to the client in full at the flat-rate price of 600 EUR excl. VAT.

Where, for the LoRa network, the relay is acquired by the client, the client becomes its owner and the return obligations set out above do not apply to it.

ARTICLE 5 - RETENTION OF TITLE

The client shall have custody of the products sold under retention of title or temporarily held and shall bear the risks of loss or damage whatever the cause. The products in the client's possession shall be presumed to correspond as a priority to the unpaid products. Holifresh may require the return of these products at the client's expense, without recourse to the courts.

By extension, Holifresh shall continue to enjoy this retention of title even if the goods are transformed, transferred and/or resold by the client. In the latter case, the claim on the resale price is assigned by operation of law to Holifresh.

The client shall be bound to oppose, by all legal means, any claims that third parties might assert over the products. It must, as soon as it becomes aware thereof, notify Holifresh in order to enable it to safeguard its interests.

ARTICLE 6 - USE OF THE PRODUCTS

In any event, and whatever the acquisition option chosen, the client must keep the devices and sensors with due care (suitable environment, temperature, humidity, light, etc.), permanently ensure the proper functioning of its equipment and replace the device's battery itself, or call upon the service provider on its own initiative when such replacement becomes necessary. It shall bear sole and full responsibility for the use and preservation of the sensors.

The client has been informed that the sensors must be maintained and calibrated each year in order to verify the accuracy of their data, and this for all measured parameters (temperature, humidity, CO2 or any other parameter). This calibration may be carried out either by the client itself or by the service provider of its choice, provided that it is equipped and trained. The client may also call upon Holifresh's services to carry out this verification and/or calibration operation. The client shall be solely responsible for this maintenance and the liability of Holifresh may never be engaged, for any cause whatsoever in connection with the sensors, in the event of the client's failure to carry out this annual maintenance.

Holifresh sensors are in principle supplied with an official certificate guaranteeing their calibration. This certificate, in accordance with the applicable standards, is valid for one

year. Should a client fail to carry out the appropriate annual maintenance and probe verifications, Holifresh may in no way be held liable, for any cause whatsoever in connection with the functioning of the sensors, and in particular in the event of errors or discrepancies in the recording of the parameters, whatever the parameter concerned.

ARTICLE 7 - WARRANTY

a) As regards the installation

Where an installation has been carried out by Holifresh or one of its subcontractors and a malfunction directly related to the installation carried out occurs within the 12 hours following those installation works, Holifresh shall repair the malfunction directly caused by the installation free of charge for the client.

Each installation is in any event validated by the client who, failing to make any observation within a period of 48 hours following the installation, approves the installation as carried out. In that case, any subsequent service in connection with the installation of the sensors shall be carried out entirely at the client's expense.

b) As regards the products sold by Holifresh

This warranty concerns only the products supplied by Holifresh, to the exclusion of products that would be directly supplied by other service providers.

The products sold by Holifresh shall be deemed to be approved by the client at the time of their delivery. The approval shall cover all apparent defects and defects of conformity, that is to say all those which it was possible for the client to detect at the time of delivery by a careful and serious inspection.

Holifresh warrants the products sold against hidden defects for a period of one year from delivery. The warranty may only be invoked if the following conditions are met:

- the defect renders the product, to a significant extent, unfit for the use for which it is normally intended or for a special use expressly mentioned in the special conditions of sale;
- the product has been assembled and installed in an appropriate manner by Holifresh or one of its approved subcontractors;
- the product is used under normal conditions; the warranty shall notably not apply if the maintenance and use instructions provided at the time of delivery have not been respected, nor in the event of modifications, dismantling or repair by a person not approved by Holifresh.

In order to invoke the benefit of the warranty, the client must notify any claim relating to hidden defects, in writing and notably by e-mail, within a maximum period of 15 days after it has noticed or should normally have noticed the defects.

Holifresh's warranty is limited, at its choice, to the free repair or replacement of the defective goods. Under no circumstances shall these be refunded. The client must return the defective device at its own expense and risk to Holifresh's premises so that it may be repaired or replaced. Holifresh shall bear the costs of return to its premises and the costs of return to the client if the device to which the warranty applies proves to be effectively defective.

ARTICLE 8 - PRICE, AUTOMATIC DEBIT AND INVOICING

Holifresh is remunerated by the client in accordance with the terms provided in the specific agreement. The prices relating to the services offered by Holifresh, as well as any other

costs arising from those services, are communicated by it before the conclusion of the contract.

Prices may be subject to revision or indexation according to the terms specified in the specific agreement.

In view of the continuous provision of Holifresh's infrastructure, the amounts due by the client may be debited automatically, according to the terms agreed in the specific agreement and the direct debit mandate possibly signed by the client. Any sum due by the client which has not, however, been debited automatically shall be subject to invoicing which may be annual, monthly, quarterly or half-yearly, depending on the choice made by the client in the specific agreement.

In any event, it is agreed that invoices shall be paid by the client within 14 days of the invoice date. Holifresh nevertheless reserves the right to carry out the delivery of the sensors and the desired service only against prior payment or payment of an advance.

Any right of set-off against the claims which the client might assert against Holifresh is excluded. After a period of 3 months from the invoice date, the client's claims relating to a payment shall no longer be accepted.

In the event of late payment of the invoices issued by Holifresh, late-payment interest shall be applied by operation of law, without prior notice of default, calculated on the basis of the Belgian statutory interest rate in force at the time of the delay, as published by the Federal Public Service Finance. In addition, a flat-rate indemnity of 40 euros shall be automatically due to cover recovery costs, in accordance with Belgian legislation. Interest shall begin to run from the first day following the due date indicated on the invoice, and this until the day of effective payment.

A late payment renders immediately payable, without notice of default, any claim of Holifresh, even not yet due. At any time, Holifresh shall also have the right to require from the client new or additional securities to guarantee the performance of its payment obligations.

In the event of persistent non-payment of the sums due to Holifresh, the agreement may be terminated by operation of law and by the mere fact of the notification of its intention by Holifresh to the client by registered letter, and this without prior notice of default. In such a case, Holifresh shall have the right to take back any goods delivered without recourse to the courts.

Whatever the circumstances and/or the reasons justifying it, Holifresh reserves the right to suspend immediately, and without prior warning, the client's access to the platform and its use, in the event of non-payment, even partial, of the full amount of the invoices beyond their due date. In the event of non-payment, Holifresh immediately reserves the right to suspend, without prior warning, the provision of the recorded data as well as the provision of the « active » alarm system. The reactivation of these accesses may be subject to a separate invoicing of a flat-rate amount of 50 euros, unless a specific agreement is provided in the specific agreement.

ARTICLE 9 - LIABILITY

Each of the two Parties is solely responsible for the proper performance of its obligations towards the other Party, to the exclusion of the obligations of third parties.

As regards the proposal of a solution, without absolute guarantee of its suitability to the client's needs, for the expression of which the client is solely responsible, the client is aware of and accepts that Holifresh's undertaking to allow the client to access its platform

and to use it, and more generally to allow the client to benefit from its services, is analysed as an obligation of means, whereby Holifresh is bound to deploy the efforts reasonably expected of a professional carrying out the same activities.

Furthermore, no breach of its obligation of means may be invoked in the following cases:

- if the client has failed to communicate to Holifresh useful information and/or to provide it with a document necessary for the proper performance of the contract;
- in the event of force majeure or other causes beyond Holifresh's control, notably the interruption of electronic communication links or the failure of an IT tool, in particular the unavailability of the server on which Holifresh's platform is hosted, rendering the performance of the contract impossible or very difficult to achieve, notably ensuring the availability of the platform and carrying out the necessary repairs.

In any event, the liability of Holifresh may only be engaged in the event of wilful misconduct or gross negligence.

Where the installation of the sensors is carried out by a subcontractor appointed by Holifresh, Holifresh shall assume towards the client a limited liability, confined to the repair of the installation malfunction within the conditions and limits set out in article 7, as well as within the general limitations of liability of this article. Where the installation of the sensors is carried out by the client itself, or by a service provider chosen directly by the client, Holifresh may in no case be held liable in the event of non-compliant installation or resulting damage; the client shall then be solely responsible for the installation thus carried out.

It is understood that the correct deployment of Holifresh's activities depends significantly on the availability and proper functioning of the networks and servers used, which are independent of Holifresh. Consequently, and in the event of malfunction of these networks and servers, as well as in the event of damage resulting from such malfunction such as the loss of the client's data, Holifresh may in no case be held liable.

Should Holifresh's liability be engaged, the resulting compensation may only be understood as compensation for immediate, foreseeable and direct damage, within the framework of the performance of the contract, to the exclusion of any indirect damage, such as loss of turnover, loss of profit, loss of clientele, non-conclusion of a contract, damage to reputation or image, or any other moral damage or damage not quantifiable in money, such as commercial disturbance, the claim or complaint made against the client and/or emanating from a third party, whether or not related to the client.

The liability of Holifresh (both contractual and non-contractual) is in any event limited to an amount of 100,000 EUR.

Holifresh is not liable if the non-performance, the improper performance or the delayed performance of its obligations, as well as the damage that might result therefrom directly or indirectly, occurs as a result of the occurrence of events of force majeure or constitutes a fortuitous event. Constitute in particular an event of force majeure, in addition to any unforeseeable and insurmountable event, the disorganisation of Holifresh and/or its subcontractors, caused by facts not attributable to them such as lock-out, staff strike, criminal attacks, the unavailability of means of transport, the decommissioning or failure, even temporary, of IT systems or equipment, the interruption of electronic communication links, or more generally any other cause beyond their control, rendering the performance of the contract impossible or very difficult to achieve.

Holifresh is moreover not liable towards the client for the acts, omissions, breaches or conduct of any kind of the undertakings or operators that it might put in contact with the

client, notably the suppliers of sensors, for any reason whatsoever. Any difficulties between the client and these undertakings or operators must be resolved between them, without Holifresh being able at any time to be called upon in warranty and/or in voluntary or forced intervention.

In view of the obligation to use the sensors with due care, recalled in article 6, the liability of Holifresh may in no way be engaged in the event of loss, destruction and/or spoilage of the client's goods, or in the event of errors or discrepancies in the recording of the parameters where these are attributable to the client's failure to meet its own obligations, in performance of this contract.

ARTICLE 10 - LIABILITY OF THE CLIENT

The client shall ensure, at its own expense and risk, that:

- the staff of HOLIFRESH, upon their arrival at the agreed location, may directly commence the agreed works and have access to the goods and instruments relating to its works as well as to the corresponding documentation;
- the destination of the works is properly accessible;
- the space in which the works are to be carried out is suitable for that purpose;
- the staff of HOLIFRESH may carry out their works in a safe working environment;
- all the necessary aid and company equipment is made available to HOLIFRESH in good time;
- the required authorisations, insofar as the works of HOLIFRESH so require, are available;
- the performance of the works may take place without hindrance and without obstruction.

The client is aware that these obligations are imperative in order to guarantee the proper performance of HOLIFRESH's services, so that they constitute obligations of result on the part of the client. The costs incurred for HOLIFRESH due to the client's failure to comply with these obligations in due time shall be invoiced to the client.

Any waiting or standstill time of Holifresh's staff or subcontractor on the client's site, resulting from the client's unavailability, the absence of a required accompanying person, an unprepared access, an installation not compliant with the communicated prerequisites, or any other circumstance attributable to the client, shall be invoiced to the client at the hourly rate in force specified in the specific agreement or the price offer, any hour commenced being due. The same applies to travel rendered unnecessary for those same reasons. This invoicing is in addition to any travel flat rate provided for.

ARTICLE 11 - CONFIDENTIALITY

The Parties are bound by the utmost confidentiality, notably as regards the specific terms agreed between them through the specific agreement, the secrecy of their business, and all the information, as well as all the documents that the Parties will have exchanged in the context of or on the occasion of their negotiations. This obligation of the Parties subsists even after the end of their collaboration.

Each Party is bound to: (i) receive and keep secret and confidential the confidential information of the other Party, with a degree of care similar to that used to protect its own information of equal importance, and never below a level of reasonable diligence; and (ii) except with the prior written consent of the other Party, it must not:

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- use or exploit the confidential information for purposes other than the performance of their relationship;
 - disclose the confidential information or make it available, in whole or in part, to a third party;
 - copy, reproduce in writing or otherwise record the confidential information, except to the extent strictly necessary for the performance of their contractual relationship.

Each Party is and shall remain the exclusive owner of its confidential information, as well as of the patents, trade secrets, trademarks, domain names and other intellectual property rights related thereto.

At the end of their relationship, each Party undertakes to return the confidential information and business secrets transmitted by the other Party upon its first request, in the form or format in which such information was kept.

Are in any event considered confidential all databases, directories, files, isolated data, written notes or other documents, including the list and data, whether personal or not, of the clients, which have been collected, created, drafted, handed over, obtained, communicated or exchanged, in any manner whatsoever, in the context of or on the occasion of the performance of the contract. These elements also include, in a non-limitative manner, all the data communicated through the various Holifresh applications during the period of collaboration of the Parties.

ARTICLE 12 - DATA PROTECTION

Each of the Parties undertakes to respect the other Party's right to the protection of its data. The processing of personal data is governed by Regulation (EU) 2016/679 (GDPR) and, on a supplementary basis, by the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

Within the framework of the performance of this contract, the controller of the data collected by Holifresh is HOLIFRESH SA, with its registered office at 3 Rue du Bosquet, 1348 Louvain-la-Neuve, registered with the Crossroads Bank for Enterprises under number BE 0673.840.489.

By concluding a contract with Holifresh, the client is duly informed and its intervening natural persons consent freely and in an informed manner to the processing of their data, whether personal or not, for the promotion and sale of Holifresh's services, the management of its client portfolio, the management of contractual relationships, the provision of services, general administration, invoicing and payments, accounting, the management of relations between the Parties and their respective partners, complaints and grievances, any disputes, fraud prevention and the protection of Holifresh, of its intervening natural persons and of its assets.

Sub-processing. To the extent that Holifresh processes personal data on behalf of the client within the framework of the provision of the services, it acts as a processor within the meaning of the GDPR. Holifresh processes such data only on the documented instructions of the client and for the sole purposes of the contract, implements appropriate technical and organisational measures, ensures that the persons authorised to process the data are bound by confidentiality, and provides the client with reasonable assistance with regard to its own obligations. Holifresh is authorised to engage further sub-processors, notably its hosting provider and the operators of connectivity networks, provided that it imposes on them data protection obligations substantially equivalent to those of this article. The list of further sub-processors may be communicated to the client upon simple request.

The data processed by Holifresh may be communicated to third parties designated by it whose intervention is necessary to achieve one of the purposes mentioned in the contract and acting exclusively on its instructions. The data may also be communicated to public authorities that would request it, Holifresh strictly limiting itself to the transmission of the data required by the authorities.

The data subjects benefit from a right of access, rectification, erasure, restriction, portability and objection to the processing concerning them, under the conditions provided by the GDPR. They may exercise these rights, at any time and free of charge, by e-mail to info@holifresh.eu or by post to the address of the registered office, providing proof of their identity. They also have the right to lodge a complaint with the Data Protection Authority (Rue de la Presse 35, 1000 Brussels).

The personal data collected within the framework of the performance of the contract shall be kept for the duration of the contract and for a period of maximum 10 years at the end of the contractual relationship. Beyond that, the latter shall be deleted, except for a longer retention necessary to satisfy Holifresh's own legal obligations (for example accounting).

ARTICLE 13 - INTELLECTUAL PROPERTY AND REFERENCE

The Parties acknowledge that the technology developed by Holifresh, the services it offers, the platform as well as its operating mode are the exclusive property of Holifresh and that this contract may in no case be regarded as conferring on the client any rights other than those expressly provided.

The website of each of the Parties is the intellectual property of the Party concerned. The documents used and represented on these sites (texts, images, videos, illustrations, drawings, etc.) are all protected by copyright. Any infringement or denial by a Party of an intellectual property right or of any right relating to material belonging to the other Party may give rise to legal proceedings and to the payment of damages for the harm suffered.

Subject to the performance of the contract concluded between them, in particular access to Holifresh's platform and its use in accordance with these general terms and conditions, the client is not authorised to download, copy, alter, modify, adapt, delete, distribute, transmit, broadcast, sell, rent, license or exploit the content published on Holifresh's website.

The Parties nevertheless agree that the client's experience, within the framework of the performance of the contract concluded with Holifresh, may be used as a reference to enable the latter to canvass new prospects, leads and other clients. The client further grants Holifresh the right to refer to its trade name, its word and/or figurative marks (logo), as well as to the URL of its website, for the purpose of promoting its services, whatever the medium or format used, without financial consideration for the client.

ARTICLE 14 - NON-SOLICITATION

Throughout the duration of the contract and for a period of twelve (12) months following its termination, the client undertakes not to solicit, poach or employ, directly or indirectly, any member of staff or subcontractor of Holifresh who was involved in the performance of the services, save with the prior written consent of Holifresh. In the event of breach, the client shall owe a flat-rate indemnity equivalent to six (6) months of the gross remuneration of the person concerned, without prejudice to Holifresh's right to claim compensation for its actual harm.

ARTICLE 15 - ENTRY INTO FORCE, DURATION AND END OF THE CONTRACTUAL RELATIONS

The contract, formed by the specific agreement concluded between Holifresh and the client, to which these general terms and conditions are annexed and of which they form an integral part, enters into force on the date agreed by the Parties and, at the latest, on the date of first access to the platform.

Unless otherwise provided in writing or by a specific agreement provided in the specific agreement, the contract is concluded for a duration of one year and shall end subject to compliance with a notice period of three (3) months. Failing termination of the contract by one of the Parties, the latter shall be tacitly renewed for the same duration.

However, in the case of a rental for a duration of less than one year, the contract shall be concluded for the duration indicated in article 3 of the specific agreement and shall end subject to compliance with a notice period of one month. Failing termination of this contract by one of the Parties within the prescribed period, the contract shall be tacitly renewed for the same duration.

It is understood that the notification of the notice must be made by sending a registered letter, which shall take effect from the 3rd working day following the date of dispatch.

The client shall in any event be released from its obligations towards Holifresh only insofar as all the amounts due to Holifresh have been paid and all the equipment returned (sensors and others).

ARTICLE 16 - ASSIGNMENT AND CHANGE OF CONTROL

The contract may not be assigned by the client without the prior written consent of Holifresh. Holifresh is however free to assign the contract, including the rights and obligations arising therefrom, to any entity of its choice.

In the event of merger, demerger, transfer of business or change of control of the client, the contract shall continue by operation of law with the entity taking over the activities concerned, which shall remain bound by all the current obligations. The client shall inform Holifresh of any operation of this nature without delay.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

Without prejudice to the mandatory legal provisions and/or those of public order, the specific agreement as well as these general terms and conditions express the entirety of the agreements between the Parties relating to the same subject matter and constitute the contract. This contract replaces and cancels any agreement, communication, offer, proposal or correspondence, verbal or written, previously exchanged or concluded between them relating to the same subject matter.

The fact that one of the Parties does not avail itself of a breach by the other Party of any of the obligations arising from the contract may not be interpreted for the future as constituting a waiver of the rights of that Party, subject to the application of the normal rules of limitation.

In the event that a provision of the specific agreement and/or of these general terms and conditions should be declared null, in whole or in part, by any authority, the Parties undertake to replace that provision, as far as possible, with a new provision approximating it. In that event, the other clauses shall subsist and retain their full validity between the

Parties, except if the contract has become devoid of purpose or unenforceable as a result of that nullity.

ARTICLE 18 - APPLICABLE LAW, DISPUTES AND COMPETENT JURISDICTION

The contract, formed by the specific agreement and these general terms and conditions, is governed by and shall be interpreted in accordance with Belgian law.

In the event of a dispute, the Parties undertake as a priority to find a negotiated solution to their dispute within a period not exceeding 3 (three) weeks from its occurrence, which period may be adjusted by mutual agreement of the Parties.

If, at the end of the foregoing procedure, the Parties fail to reach an agreement, the Courts and Tribunals of the judicial district of Walloon Brabant, Nivelles division, shall have sole jurisdiction.

These general terms and conditions may be drawn up in several languages. In the event of divergence, ambiguity or difficulty of interpretation between the language versions, the French version shall prevail and shall alone be authentic between the Parties.