

## **Open Up Media bvba**

Vrijheidstraat 32 – bus 13, 2000 Antwerp, Belgium  
VAT: BE0523.932.236

### **1. VALIDITY**

These conditions are applicable without restriction and without any reservation on the part of the customer to all our offers, order confirmations, agreements, supply of services, etc.

Placing an order and/or acceptance of our invoices means the unconditional acceptance of these general conditions by the customer. Our representatives are not authorised to accept any derogations by the customer unless a written agreement by the company director or his proxy has been given.

### **2. DEFINITIONS**

Website: a consistent whole of digital internet pages including any relevant digital images, scripts and databases.

Maintenance of a website: the addition by us of new information provided by the customer (text and images) on the customer's existing website, or the writing of new or changes to existing texts in the existing customer website.

Graphic design: any type of digital graphic design used for folders, catalogues, posters and similar.

Customer: the natural or legal person with whom we have concluded an agreement for the provision of services.

### **3. OFFERS AND ACCEPTANCE**

All our offers, price indications and information (such as delivery deadlines) are indicative and are entirely optional. Our offers and price indications shall remain valid for one month unless another deadline has been expressly indicated by us.

Invoicing is done on the basis of this offer.

The agreement comes into effect only after our written approval has been obtained or if we have started carrying out the agreement in accordance with the assignment and/or order.

### **4. EXECUTION OF THE AGREEMENT**

We will execute the agreement to the best of our ability and with due diligence.

If and to the extent that proper execution of the agreement so requires it, we reserve the right to outsource certain activities to third parties.

The customer shall provide us in good time with any data indicated as essential or which the customer can reasonably be expected to understand as essential for the execution of the agreement.

If these data have not been provided, we reserve the right to suspend execution of the agreement and/or to charge the customer for any extra costs due to the delay according to the usual rates.

We are also not obliged to pay any compensation nor are liable for any damage of whatever type. We will assume that the texts and contents provided are correct and have been proofread.

Any adjustment to the contents can only be valid if they are communicated to us in writing or via email.

The customer shall hold us harmless against any claims by third parties for damage resulting from the execution of the agreement.

We reserve the right to suspend provision of our services or to cancel them altogether if the customer has not satisfied his payment obligations or if he has not paid for services already provided.

### **5. DURATION AND TERMINATION**

The design and creation of a website, graphic design or other application by us shall be regarded as a one-off agreement and shall have no period of duration.

In the case of a maintenance agreement relating to the existing website, this agreement shall be valid for one year and shall be tacitly renewed every year for the same period unless another deadline has expressly been agreed. The cancellation of this agreement should be done by registered letter two months before the date of expiry.

In the event of unilateral termination of the assignment by the customer, the latter shall owe us compensation. This compensation shall consist of money owed for services already provided and a fixed level of compensation equal to 20% of the indicative price indicated in the offer or order form.

Cancellation of the assignment should be sent in writing by fax or email for the attention of "Open Up Media bvba".

### **6. DELIVERY DEADLINES**

Exceeding the delivery deadline can under no circumstance be used as a reason for cancellation of the contract agreed with us, nor can it be the reason for a fine and/or for statutory damages.

We are in no way liable for late delivery or the loss of a dispatch by third parties or damage during transit.

### **7. FORCE MAJEURE**

If we are not capable of satisfying one or more of our obligations as the result of unforeseen circumstances beyond our control, we shall have the right to suspend the agreement wholly or partly by registered letter or to suspend its implementation wholly or partly, without being liable for any damages.

Examples of force majeure are strikes, lockout, interruptions to transport, fire, insufficient personnel whether or not due to illness, etc.

### **8. PRICES**

When placing an order, the customer accepts that we are authorised to increase the agreed price if the cost of wages, social contributions or similar have increased as the result of measures taken by the authorities, for whatever reason, resulting in increases introduced since the coming into effect of the agreement.

Our prices are exclusive of VAT.

### **9. PAYMENT**

All our invoices are payable in cash by bank transfer to the account number indicated on the invoices without being subject to any reduction or discount.

If in the event of exceptional payment deadlines, these are not adhered to, the total outstanding amount shall be immediately and automatically exigible. Any amount not paid by the expiry date shall be automatically increased without prior notice by 12% interest per year and compensation equal to 15% with a minimum of €165.

In the event of non-payment or only partial payment, we reserve the right to suspend execution of the agreement until the complete amount of the (previous) order or orders has been paid or to declare the agreement partially or wholly suspended without judicial intervention or prior notice.

### **10. COPYRIGHT**

All material made by us may not be changed or processed in any other media than for which it was originally made without our express agreement. The ownership of our ideas, concepts or designs remains ours unless expressly otherwise agreed in writing. In the latter case, we may require payment of a fee. In the event of infringement of our intellectual property right, we are authorised to charge a reasonable level of compensation determined by us.

### **11. LIABILITY**

If we have had recourse to using the services of third parties, we cannot be held liable for damage of whatever kind. We are in any case not liable for any compensation for indirect damage, consequential damage or damage due to loss of turnover or profit or any other loss.

The customer shall be responsible for updating the data provided. We can in no way be held responsible for any loss of data.

The customer must immediately inform us in writing of any changes to the data provided by him. If this is not forthcoming, the customer shall be entirely responsible.

### **12. COMPLAINTS**

Any complaint must be sent to us in writing within 14 days. Once this deadline has been exceeded, we shall be released from any responsibility and it shall be assumed that the customer has accepted the service provided by us.

Lodging a complaint shall not release the customer from his payment obligation.

### **13. DISPUTES AND APPLICABLE LAW**

Any disputes regarding the concluded agreement or regarding the order by the customer shall be governed by Belgian law and only the courts of Antwerp shall be authorised to take cognisance thereof.

The nullity of one or more conditions does not imply the nullity of the agreement or that of any of its conditions.