GENERAL SALES CONDITIONS Parlangi cvba-so

Content

Payment:

1 Unless otherwise agreed, all payments must always be made, without any deduction, discount or set-off, within 14 days of the invoice date on a bank or giro account to be designated by Parlangi cvba-so. By the mere expiry of the payment term, the client is in default.

2 If delivery takes place in parts, Parlangi is entitled to consider each partial delivery as a separate delivery and to invoice accordingly.

3 Complaints about invoices must be submitted to Parlangi in writing within 14 days of the invoice date, failing which the order will be deemed to have accepted the invoice as correct.

4a All amounts due to Parlangi are immediately due and payable when the bankruptcy of the client is filed for, the client requests postponement of payment, goes into liquidation, if third parties attach the client's goods, if the client is placed under guardianship or death, upon appointment. of an administrator pursuant to any statutory provision about the client, in the event of non-compliance with or violation of one or more provisions of the agreement concluded with Parlangi and / or these conditions, and furthermore in all circumstances where payment of Parlangi's claims could possibly be jeopardized can come.

4b In the aforementioned cases, Parlangi also has the right to declare the existing agreements between it and the client dissolved, insofar as they have not yet been performed, and to claim compensation for damages, to cease all deliveries or activities, to retrieve or remove goods delivered or sold. without judicial intervention.

4c. If the client does not pay an amount due to Parlangi on the due date, it will be deemed to be in default by operation of law, without any notice of default being required. In that case, Parlangi is entitled to charge the statutory interest on the amount owed, increased by 3%, with a minimum of

1% per month, on the outstanding amount to the client, without prejudice to the other rights accruing to Parlangi.

4d. In addition, Parlangi is entitled to charge the client all judicial and extrajudicial (collection) costs (including attorney's and consultancy's fees) with regard to the collection of the amount owed by the client. The extrajudicial costs are set at a minimum of 15%.

5. If the client is not established in the Eurozone and it has been sold in Euro, the risk of depreciation of the currency in which the sale was made in relation to the Euro, on the day of payment by the client to Parlangi, is at the risk of the client and this results in the obligation to order additional payment of the difference.

6. All payments will in the first place serve to deduct any costs due, then interest and then the oldest outstanding invoice, regardless of any instructions to the contrary on the part of the client.

7. If and as long as the client is negligent in the payment of any invoice, Parlangi has the right to suspend the fulfilment of its obligations, without prejudice to the provisions elsewhere in this article.

Workshops/training:

1. Changes in the date of implementation can be agreed upon by the service provider and the client in the event of force majeure (eg illness).

2. In the event of cancellation of participation in a training course by the client at least 1 month before the start of the training, 10% costs will be charged on the course amount. In case of cancellation between 1 month and 2 weeks before the start of the training, 25% will be charged. If the cancellation takes place in the last two weeks before the start of the training, a 50% fee will be charged.

3. Parlangi can cancel training in case of force majeure. In that case, the client cannot claim any monetary compensation.

4. The client who makes use of the SME portfolio declares to be aware of the conditions (https://www.vlaio.be/nl/subsidies-financing/kmo-waarden/voorwaarden-voor-subsidie-de- SME portfolio) to be eligible for the subsidy and to meet these conditions.

Security:

1. Before proceeding to delivery or execution or continuation thereof, Parlangi has the right to require the client to provide security to the satisfaction of Parlangi for the fulfilment of its obligations.

2. In the event that the client does not comply with this, Parlangi is entitled, at its sole option, to cancel the agreement in whole or in part, while in that case the client is obliged to pay full compensation for the damage (including - but not limited to - compensation of lost profit) which Parlangi suffers as a result. This damage is determined at a minimum of 20% of the invoice amount relating to the relevant agreement.

Retention of title:

1. The goods are always sent at the expense and risk of the client.

All goods, regardless of whether they have already been actually delivered, remain the property of Parlangi until the client has fully complied with its obligations for whatever reason towards Parlangi.

2. The client will only be allowed to sell or process the goods that have remained the property of Parlangi under this clause in the context of its normal business operations. The client is not permitted to encumber such goods or to transfer ownership to third parties as security.

3. Parlangi is entitled at all times to take back goods that have remained its property from the client. The client is obliged to allow the goods to be taken back by or on behalf of Parlangi and to grant Parlangi free access to the client's buildings, warehouses and sites during normal

Property Parlangi:

1. All software, drawings, texts, calculations, sketches, images, catalogues, technical data and other specific documents remain the inalienable property of Parlangi. At the first request of Parlangi, the client must return these documents to Parlangi.

2. The copyright on software, drawings, texts, calculations, images, technical data, etc. developed by Parlangi on behalf of the client, belongs exclusively to Parlangi, unless otherwise agreed. Without the prior written consent of Parlangi, the client may not reproduce and / or make public the documents received from Parlangi or any data, calculations, etc. included therein by means of printing, photocopy, microfilm or in any other way.

Intellectual ownership:

The client indemnifies Parlangi against all claims and rights of third parties due to violation of copyrights, patents, licenses or other rights in the event that violation ensues from the instructions and / or information given by the client regarding the execution of the assignment, or arises from the destination given to the goods.

General:

It is the responsibility of the client to take regular backups.

Disputes:

All disputes that may arise between the parties as a result of an agreement and these terms and conditions, as well as further agreements, will be submitted exclusively to the exclusive jurisdiction of the Court of Antwerp, without prejudice to the jurisdiction of the Court of First Instance, Commerce or the Justice of the Peace. of the 6th Canton.

Applicable law:

Only Belgian law applies to the agreement and these terms and conditions as well as to the implementation thereof.