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1. General Terms and Conditions of Sale

1.1. Applicability and acceptance of these conditions

- The current terms and conditions shall govern all agreements between BIS|ECONOCOM and its customers and shall apply to the extent that there is no derogation in the case of special terms, conditions or agreements.
- Our customer shall be deemed to have accepted our general as well as our special terms and conditions of sale as the only terms and conditions when placing an order, even if this is in conflict with his own general or special terms and conditions of sale. The latter shall bind us only where we have accepted them expressly and in writing. Our agreement shall in no way be deduced from the fact that we may have accepted the trade agreement without protesting the stipulations referring to the customer's general or special terms and conditions or to other similar stipulations.

1.2. Quotations and orders

- All our quotations and price lists shall hold no obligations and shall be merely informative, with the result that they shall not bind us in any way.
- All offers are valid up to 30 days after the quotation date.
- Every order that the customer places or assignment that he gives shall bind him, but shall bind BIS|ECONOCOM only after its confirmation.
- BIS|ECONOCOM shall be able to change the price quoted if there are fluctuations in the foreign currency exchange rate. Where applicable, the customer shall retain the right to cancel the newly priced order within 3 days of its notification, without any right to compensation for damages. Amounts already paid for this shall be reimbursed.
- BIS|ECONOCOM cannot be held liable for the consequences resulting from the bankruptcy of one of its suppliers, the non-fulfilment of an order as a result of force majeure, e.g. exhaustion of stocks, the failure of suppliers to deliver, the destruction of goods due to accidents, strikes, fire, floods, etc. This enumeration is not exhaustive.

1.3. Delivery terms

- Delivery terms are given only for informative purposes and shall therefore not be binding. Delay in deliveries shall under no circumstances lead to any fines, compensation for damages or termination of the agreement.
- Derogation from this stipulation shall only be allowed by the parties' express and written agreement.
- BIS|ECONOCOM reserves the right to make partial deliveries, which shall constitute partial sales. The partial delivery of an order shall not justify refusal to pay for the delivered goods.

1.4. Ownership and risk transfer

- The delivered goods shall remain BIS|ECONOCOM's property until the principal sum, costs, interest and, where applicable, compensation for damages have been fully paid.
- If in the period between a partial or full delivery and the payment, damage is caused to the delivered goods, the costs will be recovered from the customer.
- The customer shall under no circumstances be able to avail of the delivered goods or equipment if he has not paid BIS|ECONOCOM in full. More particularly, the customer shall not be able to transfer ownership of this to third parties, pledge it or encumber it with any security or privilege whatsoever.
- The customer shall inform BIS|ECONOCOM if the goods and equipment are installed in a space that the customer rents and, if applicable, shall divulge the lessor's identity and residence.

- Under penalty of compensation for damages, the customer shall notify BIS|ECONOCOM by registered letter of every appropriation executed by a third party. The customer undertakes to afford BIS|ECONOCOM the opportunity of repossessing the goods, without prior notification, and shall be liable for the costs of removing the goods. BIS|ECONOCOM must immediately be notified of the name of the third-party acquirer by registered letter.
- Our goods shall always be regarded as sold, received and accepted at our warehouses (delivery ex works). Delivery is at the customer's risk as of departure from our warehouses. The customer shall insure the risks at his own expense.

1.5. Complaints

- Receipt of damaged goods should be indicated directly on the picking slip of the transporter or "subject to control" must be mentioned on the picking slip. Within 24 hours after delivery damaged goods must also be reported by mail to procurement@bis.be, otherwise the right to return/exchange will expire
- If the goods are returned, this shall only be done after BIS|ECONOCOM has confirmed it in writing. If BIS|ECONOCOM allows the goods to be returned, the customer shall be allocated a return number (RMA). The return number (RMA) shall be valid for a term of 10 days as of the date that it is allocated. The goods must be delivered to BIS|ECONOCOM within the abovementioned 10-day term. When returning the goods, the return number must be clearly stated on the accompanying transport documents. Only undamaged goods in their original packaging can be returned. The customer shall be fully liable and bear the risk for the products that they return. The customer shall be liable for the dispatch costs of returning the goods, except if there is a clear mistake on the part of BIS|ECONOCOM.
- We must be notified by registered letter of any complaint regarding our invoices within five days after they have been received. In default of this, they shall be deemed to have been accepted without any reservation.
- Under no circumstances shall a complaint justify suspension of payment.

1.6. Guarantee

- Having regard to our capacity as intermediary, the guarantee on the goods that we deliver shall be limited to the guarantee given by the manufacturer. BIS|ECONOCOM's liability regarding this guarantee shall in any event be limited to the amount that it can obtain from its own supplier. Regarding this guarantee, the customer must address the product manufacturer or importer of the concerned goods directly.
- BIS|ECONOCOM shall not be obliged to any form of guarantee whatsoever regarding hidden defects about which BIS|ECONOCOM does or did not know.
- The interventions pursuant to any cause that is alien to the delivered goods, such as the following, shall in any event not be covered:
 - incorrect or abnormal use or operation, negligence on the part of the customer or his employees, fire, lightning, defects in the electronic installation or wiring, electrical overvoltage, dropping or introduction of foreign objects, accidents, vandalism, use in dusty environments, static electricity, maladjusted environment, the customer's disregard of the specifications regarding locality;
 - any repair or maintenance, adjustment or change by persons whom the supplier has not authorised to do so in writing;
 - circumstances of force majeure;
 - irregular operation of the equipment with which the products supplied were connected;
 - damage or defect caused by software, interfaces or the use of media and/or utilities that the supplier did not supply;
 - damage to the paint, scratches on the apparatus or parts thereof;
 - any return dispatch addressed to us without our written permission;
 - maintenance regarding the compatibility between the equipment supplied and the peripheral equipment not supplied by us;
 - suitability of the equipment and/or software to achieve the results envisaged by the customer.
- In all these cases, the parts shall be invoiced in addition to the time and costs spent on them and at the rates and prices applicable at that point in time.
- The customer shall declare that the supplier has fully informed him of the properties, operation, usage possibilities and limitations of the equipment and/or of the software, as well as of the problems regarding adjustment, installation/integration and expansion that may occur.
- If the customer sells any of the supplied goods or equipment to a third party, this shall under no circumstances be able to increase BIS|ECONOCOM's liability. The customer shall indemnify BIS|ECONOCOM

for all consequences of the liabilities that its own seller can claim from it and that exceeds the limits that the customer himself can enforce against BIS|ECONOCOM

1.7. Order cancellation

- If an order is cancelled by the client, regardless the reason of this cancellation, BIS will charge the full amount of the costs jeopardised by this cancellation, with a minimum cancellation fee of 15% of the total value of the cancelled order. Cancellation of an order must be notified in writing and no later than 5 working days before commencement; failure to cancel in writing will result in a charge of 40% of the installation costs.

1.8. BIS|ECONOCOM's liability

- If BIS|ECONOCOM's liability is acknowledged pursuant to non-execution or incorrect execution of the present agreement, parties shall expressly accept that the total amount of the payments shall not exceed an amount equal to 3% of the price of the software and hardware that caused the damage.

1.9. Intellectual rights to software

- The software offered shall remain the manufacturer's exclusive property. Only a user's licence shall be granted. The user shall in no manner whatsoever be able to transform, relinquish, pledge, hand over or lend it, either as security or free of charge. The user shall keep the company's ownership notifications on the software and manual in good condition and shall ensure that the software remains confidential.
- The customer shall be forbidden to change our goods or their components in any manner whatsoever, to allow them to be copied or to facilitate them being copied.

1.10. Copyright

- All our offers and related system designs are covered by BIS|Econocom Copyright. No part of our offers (such as quotations, samples, diagrams, drawings and/or other documentation with materials, provisions or price offers), may be copied (either entirely or partly) or presented to third parties (i.e. other parties, or be used in tenders or quotations) without the written authorisation of the BIS|Econocom Board of Directors. All presented information should be treated as confidential by the applicant of this offer.

1.11. Payment terms and conditions

- 30 days from date of invoice, based on acceptance by Graydon credit department
- In case of new customers or customers where the Graydon credit report is lower than the order value, prepayment is required.
- For installations and/or projects > € 7,500.00 :
 - 40% advance invoice with order, this advance invoice should be paid before commencement of the works or delivery of the goods, payment 15 days from date of invoice.
 - 40% advance invoice before commencement of the work or delivery of the material, payment 15 days from date of invoice.
 - 20% balance or final invoice after delivery, payment 30 days from date of invoice.
- With payment on account, credit acceptance by Graydon is required. Following non-acceptance by our credit organisation, only prepayment into our bank account of all invoices will apply before commencement of the delivery.
- This will be determined before the acceptance of the order.
- All legal and non-legal debt-collecting costs shall be at the customer's expense and shall be owed as soon as the payment term is exceeded.
- Every payment shall be taken in settlement of the oldest outstanding invoice.
- Non-payment of an invoice on the due date, the protest of a bill of exchange (even if this was not accepted), any application for composition, amicably or judicially, any application to postpone payment, even unofficially, or any other circumstance from which the customer's inability to pay is apparent, shall make the outstanding balance of all the other invoices, even those that are not due, immediately claimable, ipso jure and without notice of default. In addition, BIS|ECONOCOM shall reserve the right in all cases to suspend all deliveries without notice of default.
- Payment of the invoices may never be subjected to the installation or coming into operation of the delivered goods.
- If the customer unilaterally terminates the agreement, he shall pay compensation for damages of at least 30% of the total price. Higher compensation for damages may be demanded if the damage exceeds 30%.

- If billing details need to be modified at the customer's request and re-invoicing appears necessary as a result, an additional administrative cost of €75.00 will be charged.

1.12. Exclusive authority – applicable law

- Any dispute regarding the present contract shall fall under the exclusive authority of the Courts of the Judicial District of Antwerp.
- Any dispute shall be governed exclusively by the Belgian law.

1.13. Validity

- If it appears that one of these terms and conditions of sale is invalid, the other terms and conditions shall still apply.
- The possible unlawful condition shall then be replaced by a lawful condition that is closest to the one that applies at that moment.

2. Installation conditions

2.1. All activities as well as the starting and finish time are precisely defined on a work order and should be controlled and signed by an authorised person.

2.2. Extra costs may be invoiced in case:

- The installation is postponed at your request, the ordered goods are completely or partially delivered at your place. If billing details need to be modified at the customer's request and re-invoicing appears necessary as a result, an additional administrative cost of €75.00 will be charged.
- Additional transport costs, working hours and project management costs will be charged on a time-and-expense basis:
 - the installation has been agreed on at a fixed price and is interrupted at your request thus making it impossible to perform an uninterrupted installation,
 - the requested electricity (finished sockets) and network supplies (finished and active) which should have been installed by the customer, are not fully operational before BIS|ECONOCOM starts the works, unless otherwise agreed,
 - hidden risks, obstacles and/or technical installations are not mentioned beforehand, or are described vaguely (i.e. water-cooled ceiling, pipes or wiring in the wall/floor/ceiling,...). Any possible damage or extra activities caused by these hidden situations are always at the customer's expense.
 - the requested location where the intervention or the installation has to take place is not cleared (or cleared too late),
 - notifications and/or registrations (e.g. the obligation to watch a film about safety or to do safety tests) exceed 30 minutes,
 - special safety requirements are imposed (e.g. external inspections/controls of devices, specific use of working material,...) which causes delays,
 - the works cannot be executed at normal height of 2.5 meter
 - wiring installed by the customer (or third parties) does not meet the requirements (faults, quality problems,...),
 - in case of an integration of the AV installation on the customer's network:
 - the root certificates, which are necessary to get the devices on the customer's LAN, are not available (or are available too late),
 - the IT staff or authorised persons are not or not on time available/reachable,
 - network information (e.g. IP data, PC names,...) is not available on time for the planned preparation or installation,
 - the required firewall configurations or security modifications are not executed, or not executed on time,
 - For the connection with databases of the customer and/or the elaboration of specific content, extra costs can be invoiced in case these works were not mentioned in the quotation.
 - If the following requirements are not met:

- ✓ wireless devices: Space is made available in the RF (Wi-Fi) spectrum for wireless devices
- ✓ videoconferencing/UC: The minimum required bandwidth & Qos requirements are made available
- ✓ In case of integration in endpoints (CFR/O365,exchange,..) in the customer's infrastructure the necessary user credentials & passwords are created and/or made available. The integration has to be realised by the customer himself.
- ✓ signage: In case an integration has to be done in the customer's domain, an IT staff member should be present when the installation takes place in order to complete the integration. The following policies may not be modified (user account control disabled, screensaver off, energy mode off, auto-logon possible ...) The customer is responsible for antivirus and Windows updates (it should be mentioned which ports or requirements should be installed).
BIS|Econocom is not responsible for the storage of customer-specific content

2.3. Our work does not include:

- electrical works
- cable routes/cable trunking
- ceiling mounting/dismantling
- constructional works such as paint- and demolition work
- delivery of lifting/hoisting equipment and climbing materials
- network connections and infrastructure works.
- braces in the ceiling/walls

2.4. The customer should provide a parking lot for at least 1 van (6x3m; height 2m60), near the location where the works have to be executed. Otherwise a fixed sum of 30€/day will be invoiced.

2.5. The installation hours worked during week days before 7h00 in the morning and after 18h00 in the evenings, are invoiced based on BIS|ECONOCOM standard hourly rates increased by 50%.

2.6. The installation hours worked on Saturdays, are invoiced at the BIS|ECONOCOM standard hourly rate increased by 50%.

2.7. Installation hours worked on Sundays and public holidays are invoiced at the BIS|ECONOCOM standard hourly rate increased by 100%

2.8. Applied hourly rates for additional work:

- Technician: 89€/h
- Engineer: 117€/h
- Project Manager: 125€/h

3. SLA conditions

3.1. The specific SLA description and regulations are mentioned in the SLA, including key features regarding response time, intervention time, the specific installation, equipment, software, location and whether or not certain replacement equipment is included.

Terminology:

- Service-level: it indicates the response and intervention time. Response time is the time within which a supplier's first-line help desk responds to a fault report from the client. Intervention time is the time within which a supplier's second-line expert responds to a fault report from the client. In the service-level description, there are two numbers in brackets, the first number indicates the response time and the second number indicates the intervention time, both expressed in hours. Our standard service level is (8/16), which means a response time of 8 hours and an intervention time of 16h, in practice this is equivalent to what is called the 'next business day'.
- Service-window: the hours during which the supplier is available to comply with this contract. This is expressed by two numbers separated by an x. The first figure indicates the number of days per week the supplier is available under this contract, the second figure indicates the number of working hours per day the supplier is available to fulfil this contract. Our standard service-window is 5x08, which means in practice on normal working days, i.e. 5 days a week (Monday to Friday) and 8 hours a day (from 9 a.m. to 5 p.m.).
- Replacement equipment: the contract shall always specify if replacement equipment is provided and, if so, for which equipment similar equipment or identical equipment is provided. Similar replacement equipment is intended to allow the client to continue working in a temporary way, without the guarantee that all functionality of the installation will be available. Identical replacement equipment is intended to be deployed in an installation without much modification, with full functionality becoming available again.

3.2. General

- This contract applies only to service on the equipment and the software.
- The contract will specify whether on-site interventions are included, or only remote takeover and telephone help desk by a second-line expert. Remote takeover and diagnosing equipment require access to the BIS|Econocom support staff from outside via the internet.
- This contract is not assignable unless the supplier has agreed in writing.
- The supplier offers phone support on working days from 8 a.m. until 5 p.m. unless explicitly stated otherwise.
- Work arising from this contract shall take place during the supplier's normal working days and working hours (Monday to Friday from 8 a.m. to 5 p.m.) unless explicitly stated otherwise. If this is deviated from at the client's request, a separate settlement will be made for this on the basis of subsequent calculations.
- Unless stated otherwise the standard manufacturer's warranty applies to the relevant equipment.
- If preventive maintenance is provided for in this contract, this is also stated, as well as the number of preventive maintenance sessions. The time of inspection and the number of inspection points are determined solely by the supplier. The planning of the preventive maintenance sessions takes place on the supplier's initiative and in consultation with the client. The aim of preventive maintenance is to check the proper functioning of the installation's hardware with a view to increasing its operational reliability. For installations which are less susceptible to interference, preventive maintenance can be omitted during the first year at the discretion of the supplier. No preventive maintenance is provided on software installations.
- The client must ensure that the equipment, software and infrastructure are fully available after the fixed appointment including an internal supervisor delegated for this purpose.
- The provision of the software consists of:
 - Unlimited access to the computers on which the software is installed.
 - Unlimited access to the network infrastructure which handles communication between the various software components.
 - Passwords and access to the server(s), firewall and/or applications which support the proper functioning of the software should be granted.
 - Presence of system or network administrator and/or another IT expert working at or on behalf of the client, who has knowledge of and access to the network infrastructure at the client.
- Supplier is allowed to engage third parties in the execution of the work.
- This contract does not apply to consumables (lamps, filters, etc.) unless explicitly stated otherwise.
- If the client has the software substantially modified, these works are not covered by this SLA. Installation of an update or upgrade at the client's request by the supplier will be charged separately at the current

applicable rates. If the client did subscribe to the updates and upgrades option, this is explicitly stated. In this case, an update/upgrade deemed necessary by the supplier will, however, be contained in this agreement.

- In the contract it is explicitly stated if software updates or software upgrades are included; if nothing is mentioned explicitly software updates or software upgrades are not included. The installation of a software update or a software upgrade on the customer's request by the supplier, without the (urgent) necessity to resolve an acute problem, will be charged separately at the respective current rates. In case a software update or software upgrade seems necessary to solve a problem and in case no updates/upgrades are included in this SLA, the customer shall buy the necessary licences for updates/upgrades; otherwise, the supplier cannot guarantee successful operation within this SLA.
- If software licence keys or dongles, which ensure a correct application of licence rights, are lost or damaged, replacement and programming costs will be charged separately.
- The supplier makes every effort to resolve a malfunction within the shortest possible time. According to this agreement, the supplier is solely bound by an obligation of means and will make every possible effort to apply the necessary means to ensure the services described in this agreement. However, the duration of repair work and support operations cannot be guaranteed in advance, as the supplier sometimes depends on third parties in this respect.
- Should the supplier, due to unforeseen circumstances, not be able to meet the agreed conditions or not fully meet them, the client will not be able to recover any resulting damage or costs from the supplier.

3.3. Malfunctions – Repairs – Replacement equipment

- This SLA contains phone support and, if stipulated, also remote support by the supplier during office hours. Remote support or remote takeover and diagnosing equipment require access to the BIS|Econocom support staff from outside via the internet. If this SLA only involves software, the maximum duration of remote support is 24h a year (unused hours are not carried over to the next year).
- When reporting a malfunction, the supplier will make every effort to take action within the stated response and intervention time. This is subject to the normal working days and times unless explicitly stated otherwise.
- Included in this contract is unless explicitly stated otherwise, locating and, if possible, immediately resolving technical malfunctions. If it is impossible to immediately resolve malfunctions, a solution will be sought in consultation with the client, which usually results in dismantling the defective product in question, after which it can be taken away for repair. For specific equipment, replacement equipment can be provided in this contract. The complete list of similar equipment or identical equipment which is provided is mentioned in the contract.
 - Locating and resolving malfunctions of equipment or infrastructure not managed by the supplier is not covered. All work, such as locating and resolving malfunctions on the client's computer network, consisting of (but not limited to): network cabling, servers, firewalls, routers, access points, etc., will always be charged on a time-and-expense basis at the current applicable rates and on the basis of subsequent calculations.
- BIS|Econocom is not responsible for possible problems arising after updates or modifications to the underlying operating system. In case of such problems, the work hours performed will be charged on a time-and-expense basis.
- The presentation for repair and any repair of the defective product shall take place under the applicable conditions:
 - For repairs outside the manufacturer's warranty period or if the warranty conditions have not been met, the supplier will charge the costs incurred including courier costs.
 - If the client presents defective equipment for repair, a quotation for repair will be transferred after an examination. If the client decides not to have the equipment repaired, examination costs will be charged. If you decide to purchase new replacement equipment from the supplier, these examination costs will be deducted from your new purchase (except for the externally incurred examination costs, in case the defective unit is outside the manufacturer's warranty).
 - If the equipment is sent to the manufacturer outside the warranty, related shipping and repair costs will be charged. If the equipment is declared a total loss, you can waive the equipment in writing.
 - In case of malfunctions not covered by the warranty (e.g. due to misuse of the equipment, fall, water, pollution damage, etc.), all costs incurred that are not covered by the manufacturer's warranty will be charged to the client. The supplier must assess whether a device should be forwarded to the manufacturer for further investigation.
 - Any transport damage is at your charge unless the transport is organized by the supplier.
 - In any case, this SLA excludes the following:

- all external calamities including damage and flooding, however, arising; wear and tear, dust, tarnish or any other gradual deterioration as a natural consequence of the normal operation and use of the insured objects, aesthetic defects such as scratches, scrapes or dents insofar as they do not affect the normal operation of the insured objects.
- the costs of reconstructing data or data carriers lost due to any programming, punching, insertion, setting or editing error, accidental deletion or discarding of data carriers or the operation of magnetic fields.
- business damage such as business loss, business liability, fines and levies of any kind.
- additional costs in carrying out any remedial work, at the request of the client, due to overtime, night work, or other measures such as urgent shipments, and pick-up, subsequent delivery of spare parts involving additional costs, respectively. Additional costs will only be reimbursed if prior consultation with insurers has taken place.

3.4. Exclusions

- If the malfunction is the result of incorrect use of the installation by the client (settings changed, cables disconnected, power cut, etc.), the costs of putting the installation back into operation will be charged according to subsequent calculations at the current applicable rates of labour and relocation.
- User training is not included in this SLA; however, it can be part of a separate quotation if requested by the client.

3.5. Contract duration

- This contract shall be effective from the date as stated and shall have a term plus 3 calendar years unless otherwise agreed upon and explicitly stated.
- Thereafter, automatic renewal will take place for one calendar year at a time.
- In case of extensions of the installation, the coverage on the additional equipment is added pro rata to the contract.

3.6. Contract termination

- The client may terminate the contract by registered letter no later than three months before the contractual expiry date. After the contractual expiry date, the contract can be terminated annually by registered letter no later than three months before the end of the current calendar year.
- If the client's customer account shows an expired outstanding balance, the supplier is entitled – without summons or notice of default – to suspend its obligations described in this contract.
- If the client, despite a summons, fails to clear his customer account and thereby settles all outstanding invoices in full, the supplier shall be entitled to terminate this contract with immediate effect without further notice of default or judicial intervention being required. Outstanding invoices remain payable in full, increased by the current applicable default interest and penalties. In this case, a cancellation fee of 50% of the remaining contract duration will also be charged.
- The contract cannot be breached within the contractual term.
- The customer shall indemnify the supplier against liability for the damage that may occur in case of this contract's termination and/or suspension.

3.7. Financial requirements

- The fixed rate is calculated per year or month and is mutually determined in advance when placing the order and agreed upon. When invoicing the SLA, the price adjustment is calculated using the Agoria index according to the formula below and/or the manufacturer's price quotation if there is an underlying manufacturer's contract linked to it. Unless a different agreement was made when the SLA was ordered. The price revision shall be calculated according to the following formula:
New price = Basic price * (0,2 + 0,8 * New index / Initial index)
 - Basic price: price at the start of the agreement.
 - Initial index: the index published by Agoria "average national reference wage costs, social security charges included", of 2 months preceding the signature of the contract.
 - New index: the index published by Agoria "average national reference wage costs, social security charges included", of 2 months preceding the anniversary date of the contract.
- The tariff is valid only for the services specified in this contract.
- Invoicing will occur at the start of each period for the duration and frequency agreed upon at the time of ordering and will be re-invoiced annually after the minimum term. All prices stated in this contract are without VAT.

3.8. Force majeure

- In the event of force majeure, the supplier and client shall be entitled to suspend the fulfilment of the obligations arising for both parties from the service agreement, in full or in part, for the duration of such force majeure without being mutually liable for any compensation in this respect.
- If the force majeure period has lasted for more than three months or, in the opinion of both parties, it is already established in advance that it will last for more than three months, the party, against whom force majeure is invoked, may terminate the service agreement by registered letter with immediate effect, without the parties being mutually liable for compensation on that basis.