

**GENERAL TERMS AND CONDITIONS OF BVBA FLUXOLOGY (hereinafter 'Fluxology')**

1. The general terms and conditions of Fluxology shall apply to all its contractual obligations and excludes the application of any other general terms and conditions, unless otherwise agreed in writing. The acceptance of a price quotation from Fluxology implies the acceptance of these general terms and conditions.
2. Every price quotation made by Fluxology shall be valid for thirty days unless otherwise agreed in writing. Any change in the price quotation shall only be binding upon Fluxology if confirmed by Fluxology in writing. Fluxology also retains the right to adjust the stated price, even after the order, should unforeseen circumstances arise. This adjustment may be no more than 12.5 % of the originally agreed price. If reductions were granted, these apply exclusively to the individual order for which they were given. They shall under no circumstances, even after their repeated extension, give the customer any right to similar discounts on any later order.
3. In the event of cancellation after approval of the price quotation, the customer shall automatically and without prior notice be liable to pay fixed damages in the sum of 50 % of the total price set out in the quotation, unless this cancellation takes place within thirty days of the event in question, in which case the total price set out in the quotation shall be due. These fixed damages do not affect Fluxology's right to recover any additional proven losses.
4. Fluxology undertakes to meet the proposed deadlines as closely as possible. These deadlines are, however, only approximations. A failure to meet such deadline, for whatsoever reason, shall not give the customer the right to compensation or to terminate the contract or to fail to meet any obligations towards Fluxology.
5. Unless otherwise agreed, Fluxology's invoices are payable without discount to the address of its registered office. Payment terms are thirty (30) days after the invoice date, unless otherwise agreed in writing. The issue of bills of exchange and promissory notes shall not give rise to any novation. The customer expressly renounces its right to compensation with any counterclaim for its part. Complaints regarding a distinct element in a specified account shall not in any event release the customer from its obligation to pay for the remaining items on the invoice.
6. All complaints regarding the contract – in the broadest sense - must be sent by registered letter to the registered office of Fluxology within eight days of the invoice date. After this time no complaints shall be valid. A response to a late complaint shall not invalidate this clause.
7. In the absence of payment at the agreed time, all outstanding sums shall automatically and without prior notice attract interest at the rate of 10 % per annum, calculated from the invoice date. Likewise automatically and without prior notice, fixed damages shall be due in the sum of 10 % of the invoiced amount – with a minimum of €25. Expenses in connection with unpaid bills or cheques and any other recovery costs are not included and will be separately invoiced to the customer.

In the event of repeated failure to pay, or three consecutive non-payments, all outstanding sums shall fall due immediately. In addition this shall entitle Fluxology to demand cash payment for any further sales, hire of material and services or deliveries of any nature whatsoever, irrespective of the conditions of the contract or the order in question and without prejudice to the right of Fluxology to cease further deliveries.

Finally, Fluxology reserves the right to terminate the contract by registered letter automatically and without prior notice either wholly or in respect of the unperformed part thereof. In such an event the termination of the contract shall take place on the eighth day after despatch of the registered letter.

8. If Fluxology – at the customer's request – as part of the contract additionally undertakes the organisation of a shuttle service, it may not be held liable for any consequential damage. In such an event Fluxology acts as an intermediary between the hire company and the customer, without itself entering any contractual undertaking, except when the transport of passengers is organised by means of a vehicle owned by Fluxology. Should any damage occur during or as a result of this transport, the customer shall apply directly to the hire company.
9. Where goods are delivered these shall remain the property of Fluxology until paid for.
10. Should Fluxology be hindered in the performance of the contract by force majeure, strike, lock-out or other unforeseeable circumstances from meeting its obligations to the customer, regardless of whether this obstacle extends to the whole performance or only a part thereof, and regardless of whether the obstacle is temporary or definitive, it has the right, without prejudice to its future rights and without judicial intervention, at its own choice either to suspend the performance of the contract or to regard the contract as terminated either wholly or in part, without incurring any liability for damages. The customer shall under all circumstances be liable for payment for goods already delivered.
11. Fluxology reserves the right, automatically and without prior notice, to deem the contract to be terminated in the event of the liquidation, evident insolvency, or any other change to the legal status of the customer.
12. In the event of a dispute, only the courts of the judicial district of Brussels shall have jurisdiction. All obligations entered into by Fluxology shall be governed by the laws of Belgium.
13. In case of loss, damage or theft of any of Fluxology's equipment used during the contracted mission, the client will be held responsible and will be accountable for the equipment..