

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions were updated on 16 August 2021.

### 1. INTRODUCTION

- 1.1 These general terms and conditions of sale (**'the General Terms and Conditions'**) govern the relationship between Kumquat Consult, Selun & Associates, Rue du Trône 60, 1050 Brussels, Belgium, registered as a Belgian company under number BE 0636 877 452 (**'the Company'**) and the client (**'the Client'**) in relation to the service(s) entrusted by the Client to the Company (**'the Service(s)'**).
- 1.2 The Company and the Client are referred to individually as **'a Party'** and collectively as **'the Parties'**.

### 2. SERVICES

The Company offers two types of Services to the Client:

- Supporting the Client in the preparation, organisation, management, production, delivery and evaluation of internal or external events, meetings and processes, both within the Client's buildings and externally, face-to-face and/or digitally, by offering a personalised Service, tailored to the Client's requirements and specificities.
- Providing facilitation training to create the skills and confidence necessary for the Client and its staff, members, or other stakeholders to facilitate meetings of groups, teams, committees and boards of directors without external assistance.

### 3. CONCLUSION OF THE AGREEMENT

- 3.1 The Company sends the Client a proposal for Services in accordance with its understanding of the Client's needs (**'the Proposal'**). The Proposal may be transmitted in any form chosen by the Company, at its discretion and through the channel of its choice. Any exchange between the Parties regarding the Services and their pricing shall be considered as part of the Proposal and shall be subject to these General Terms and Conditions.
- 3.2 The Proposal is only binding on the Company following the Client's acceptance of its full content, the provision of the information requested by the Company and, where applicable, the payment of the agreed first instalment. At its discretion, the Client accepts the Proposal by confirming to the Company in writing its acceptance of the Proposal.
- 3.3 By accepting the Proposal, a services agreement comes into effect between the Parties (**'the Agreement'**). The Client agrees to the application of these General Terms and Conditions

as part of this Agreement, and waives the right to invoke any other provision of its own general terms and conditions or of any contractual document that contravenes these General Terms and Conditions.

- 3.4 In the event that the Client's applicable terms and conditions validly exclude these General Terms and Conditions, Articles **6. Price**, **7. Payment and invoicing**, **9. Liability**, **10. Force majeure** and **11. Intellectual Property** shall continue to apply notwithstanding any provision to the contrary. Articles **11. Intellectual Property** and **12. Confidentiality** shall continue to apply at all times, even after the Agreement is terminated.
- 3.5 All prices and features of the Services publicly displayed (e.g. online, on the Company's website, on its social networks or in informative brochures) are given for the purpose of information only. Only the prices and characteristics set out in the Proposal communicated to the Client by the Company are binding on the Company. Similarly, the Client may neither take advantage of offers communicated to other clients of the Company nor of any commercial discounts.

## 4. CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES

- 4.1 The Agreement is made between independent parties. The Company shall in no case be considered as being subordinated to the Client or as being in the bonds of an employment contract.
- 4.2 The Client will give the Company the greatest possible flexibility to organise its activities and provide the agreed Services as the Company sees fit, in accordance with the objectives laid out in the Proposal.
- 4.3 Each Party undertakes to comply with all the legal obligations imposed to it individually, and in particular those relating to its tax and registration obligations.

## 5. EMPLOYEES, FREELANCERS AND SUBCONTRACTORS

Unless expressly stated, the Company may use the services of qualified employees, freelancers, or subcontractors to assist it in the provision of the Services.

## 6. PRICE

- 6.1 The Company generally calculates the total price of the Services included in the Proposal and invoiced to the Client on the basis of the number of days required per category of Services requested by the Client.
- 6.2 If the total number of days required to perform the agreed Services goes above the amount estimated in the Proposal, the Company reserves the right to invoice the Client for the extra

costs at its daily rate. The Client will be informed, as soon as possible, of any risk of budget overrun. Details of the services provided will be sent to the Client upon request.

- 6.3 In case the Parties agreed a minimum number of days of Services over a defined period of time, these minimum days will be invoiced periodically based on the rate determined in the Proposal. Should the Client not have used them in total, these days will not be carried forward to a later period, unless expressly agreed by the Parties.
- 6.4 Additional Services requested by the Client after the Agreement comes into force will be invoiced to the Client based on the Company's daily rate.
- 6.5 Expenses incurred by the Company on behalf of the Client in the provision of the Services will be re-invoiced at cost upon presentation of supporting documents, unless otherwise stated in the Proposal. The Company will seek the Client's written consent before incurring any costs to be re-invoiced, except in urgent situations in which not undertaking an expense would jeopardise the good delivery of the Services.
- 6.6 The prices sent to the Client are indexed annually, without prejudice to Offers previously sent to the Client. If an agreement goes on for more than twelve months, the Company reserves the right to index its prices by a maximum of 10% of the price initially indicated, excluding taxes.

## 7. PAYMENT AND INVOICING

- 7.1 The Company reserves the right to request the payment of a deposit or first instalment for all or part of the Services, before or during the term of the Agreement; its payment conditions the provision of the Services.
- 7.2 Company invoices in currencies other than euros will include an administrative fee (USD 15 or GBP 11) to cover additional banking, exchange and administration charges. Unless specified otherwise, invoices are payable within 15 days of issue.
- 7.3 Any delay in payment by the Client shall automatically give rise, after prior notice, to 10% of interest applicable as from the due date of the invoice, and to a conventional compensation of 15% of the unpaid amount, with a minimum of EUR 250.
- 7.4 The Company reserves the right to suspend the delivery of the Services if the Client fails to pay all or part of an invoice. Non-payment by the due date will be considered, where applicable, as a breach of the Agreement.

## 8. DURATION AND TERMINATION

- 8.1 The Agreement is concluded for the Services defined by the Parties; it shall end on the date agreed by the Parties, or when all the Services have been provided. The Client's

unavailability or absence during the agreed contractual period neither suspends nor extends the Agreement's duration.

- 8.2 Either Party may terminate the Agreement by giving written notice to the other Party. The Agreement shall automatically end 14 days after the notice was sent, unless compelling motives require forgoing this period.
- 8.3 The Parties may also terminate the Agreement without notice by mutual agreement.
- 8.4 The Company does not determine the content of events the Client organises, and reserves the right to refuse any involvement in the facilitation of events that are incompatible with its principles. Such a case shall represent a compelling motive, and the Company reserves the right to terminate the Agreement without notice in line with Article 8.2.
- 8.5 In the event of termination for any reason whatsoever, the Company will invoice the Client for any amounts incurred in the performance of all or part of the Services. Payment of such amounts is due in accordance with Article 7.
- 8.6 Unless otherwise specified in writing, the Company has no obligation to refund, upon termination of the Agreement, any amount paid by the Client, for whatever reason.

## 9. LIABILITY

- 9.1 The Company shall make every effort to offer the best possible services to the Client, based on the information provided by the Client and the Company's understanding of the Client's needs. However, it is only bound by an obligation of means and not of result.
- 9.2 In particular:
- The Company is only liable to the Client for any of its own fraud, gross negligence or that of its employees, or for the non-performance of the Services covered by the Agreement, without prejudice to Article 10;
  - Where applicable, the Company shall only be liable for damages directly caused by it to the exclusion of any consequential damages suffered by the Client, its representatives or other persons concerned, arising in the context of the performance of the Agreement – such as, for example, loss of income, loss or breach of data, loss of customers, loss of turnover, reputational damage or loss of profit, whether or not the Company has been warned of the possibility of such damages occurring;
  - If the Company's liability were to be incurred, the damages payable by the Company under the Agreement will in no case exceed the total amount agreed between the Parties, excluding costs and taxes, for the Services which gave rise to the Company's liability.
- 9.3 The Company shall not be liable for any damage arising from the suspension or non-implementation of all or part of the Agreement due to non-payment referred to in Article 7.

## 10. FORCE MAJEURE

- 10.1 The Company will not, under any circumstances, be considered responsible for the suspension of all or part of the Services due to a cause beyond its control such as floodings, storms, fires, epidemics, strikes, lockdowns, terrorist risks, employee or subcontractor defaults, or any other event of force majeure that would prevent it from normally delivering the Services, suspend them for the duration of a force majeure event, or render their delivery significantly more difficult or costly.
- 10.2 The Company reserves the right to keep any payment received prior to such an event.

## 11. INTELLECTUAL PROPERTY

- 11.1 The Parties acknowledge that all materials made available by them to provide the Services respect their authors' intellectual property rights. The Client shall hold the Company harmless from any recourse by third parties relating to intellectual property rights on materials made available by the Client, directly or indirectly.
- 11.2 The Company will retain sole intellectual property rights over all proprietary methods, training materials, handouts and evaluation tools developed or used under this Agreement, unless agreed otherwise by the Parties in writing.

## 12. CONFIDENTIALITY

Each Party shall treat any sensitive information (e.g. information relating to strategy, methods, tools, employees, customers, suppliers or financial data) received from the other Party as confidential. Publicly available information is not considered sensitive.

## 13. AMENDMENTS

The Company reserves the right to modify at any time any or all these provisions with immediate effect on ongoing Agreements. The Company shall inform the Client by sharing the revised General Terms and Conditions by any appropriate means of communication. Any essential modification (price, terms of execution, deadlines, etc.) shall be subject to the prior agreement of the Client.

## 14. COMMUNICATION

The Parties will validly inform the other Party in writing of the actions included in the Agreement (receipt and acceptance of the Proposal, issuance of an invoice, notice of termination, etc.) by e-mail, sent to the e-mail address(es) provided by the other Party.

## 15. APPLICABLE LEGISLATION AND SETTLEMENT OF DISPUTES

- 15.1 The Agreement between the Parties is subject to Belgian law.
- 15.2 In their contractual relationship, the Parties shall attempt to amicably resolve any dispute arising between them and relating in particular to the formation, interpretation, performance or termination of the Agreement.
- 15.3 If no agreement can be reached, the dispute will fall under the exclusive jurisdiction of the French-speaking courts of the district of Brussels.

## 16. MISCELLANEOUS

- 16.1 The Company's choice to not avail itself of a provision under these General Terms and Conditions does not constitute a waiver of its right to do so at a later date.
- 16.2 Should any provision of these General Terms and Conditions be declared null, void or ineffective, this won't affect the validity of all other provisions under these terms, of any other contractual document concluded between the Parties. Insofar as possible, the Parties shall replace the invalidated provision in good faith and in the same spirit.