

emino vzw General Terms and Conditions

1. Terms of application
 - 1.1. These General Terms and Conditions shall apply to all legal relationships between emino vzw and its co-contracting party. By placing an order, the customer confirms its awareness and acceptance of the General Terms and Conditions. The applicability of any of the other party's terms and conditions of purchase/sale, terms and conditions of delivery or general terms and conditions of any kind are hereby expressly excluded. Any deviations from these General Terms and Conditions or from an agreement to which these General Terms and Conditions have been declared applicable may only be made if explicitly agreed in writing. Any such changes shall require the signature of the entity authorised for external representation.
2. Quotes
 - 2.1. Any quotes shall only bind emino vzw with regard to price, subject to the order being placed within the period of validity provided for in the quote or, in the absence of any provision in this respect, within the period of validity provided for in these General Terms and Conditions. No order shall be considered accepted without written confirmation from emino vzw.
3. Invoicing and payment methods
 - 3.1. Unless otherwise stated in the order confirmation, all invoices are payable within thirty days of the invoice date at the registered office of the association. In the absence of full payment of the invoice on the due date, a default interest of 1% per month shall be due, by operation of law and without prior notice of default, on the outstanding balance. Furthermore, in the event of non-payment in full within the stipulated period, a fixed damage compensation amount of 15% with a minimum of €125 shall become due, by operation of law and without notice of default, without prejudice to emino vzw's right to prove greater damage and to claim compensation for it. These surcharges for interest and damage compensation shall also apply to periods of grace, unless expressly agreed otherwise.
 - 3.2. Under penalty of forfeiture, any complaint or objection must be made by registered post within eight days of receipt of the invoice.
4. Performance of the agreement with the customer
 - 4.1. If the nature of the performance of the assignment requires the presence of emino staff at the customer's offices, the latter shall provide all facilities necessary to realise the agreed services under favourable conditions. These facilities shall include, but are not limited to: easy access to the location where the assignment has to be performed; the provision of a workplace and the equipment required to perform the agreed services; the provision of a working environment where emino vzw can fulfil its obligations, such as those concerning the health and safety of its employees, but also including, but not limited to, the obligations as stipulated in Article 20, 1°-2° of the Employment Contracts Act.
 - 4.2. The employees and other staff members of emino vzw shall only receive instructions from emino vzw and shall only carry these out under the supervision, management and control of emino vzw. The customer may only give them instructions concerning its obligations in relation to health and safety in the workplace.
5. Complaints
 - 5.1. In order to be valid, all complaints or refusals concerning a component or the provision of services must be sent to emino vzw by registered post with acknowledgement of receipt within seven days after the goods or services have been delivered. Late complaints cannot be considered.
 - 5.2. Complaints shall not suspend the other party's obligation to pay.
6. Liability
 - 6.1. emino vzw shall carry out the tasks entrusted to it in the best possible way and in accordance with professional standards. emino vzw is only bound by an obligation of means and under no circumstances by an obligation of result, unless this has been expressly agreed in writing.
 - 6.2. emino vzw has taken all possible steps to protect all the data it stores and processes. However, unless expressly agreed otherwise, emino vzw cannot be held liable for possible loss, theft or misuse by third parties of data transmitted to the customer by emino vzw and stored within emino vzw.
- 6.3. The customer shall indemnify emino vzw against claims or complaints from third parties relating to works, documents, information or materials supplied by emino vzw in the name of or via the customer. emino vzw shall under no circumstances be liable for the fact that the customer does not comply with the legal obligations applicable to it, or with other obligations imposed on it by an administrative or legal body or authority, a deontological rule, a professional rule, or a relevant use.
7. Suspension and termination of obligations
 - 7.1. In the absence of timely payment of the invoices, irrespective of the outstanding balance, emino vzw shall at all times be entitled to suspend its obligations at the customer's expense until the full outstanding balance has been paid. This option to suspend obligations shall apply at all times, irrespective of whether or not the outstanding amounts relate to the current agreement under which emino vzw suspends its obligations.
 - 7.2. In all cases, emino vzw may terminate the agreement by registered post at any time, without notice and without compensation, if there are reasons that make the continuation of the cooperation impossible, such as:
 - circumstances jeopardising the independence of emino vzw;
 - circumstances that make it impossible for emino vzw to carry out the assignment,
 - the apparent or repeated failure(s) of the customer with regard to its own obligations or failure(s) of the customer that effectively make cooperation impossible
 - in the event of judicial reorganisation, proceedings for dissolution, bankruptcy or apparent insolvency of the client.
8. Privacy of information
 - 8.1. The customer agrees that emino vzw may enter and store information regarding the customer's contacts, including names, telephone numbers and e-mail addresses. This information shall be processed and used within the framework of the commercial relations between emino vzw and the customer. The customer and its employees may, free of charge and at any

time, request access to the information about them that emino vzw has stored and may ask for this to be corrected or deleted.

8.2. If the customer transmits or makes personal information available to emino vzw, emino vzw shall be solely responsible for this. emino vzw undertakes to respect the customer's instructions in this respect, but shall under no circumstances be liable to the persons in question with regard to the storage, security and use of information concerning them. The customer guarantees that in doing so, it shall respect the relevant legislation, including the law on the protection and processing of personal information, to protect emino vzw against any complaint or request from persons whose information has been passed on or made available and against any intervention by the authorities applicable to it.

8.3. The information and data exchanged within the framework of an agreement between the two parties and collected by emino vzw as part of an assignment, and the analyses and recommendations resulting therefrom, as well as other information made available by the customer to emino vzw and by emino vzw to the customer, are highly confidential and may not be disclosed. The term 'confidential information' is hereby defined as all types of information exchanged between the parties in writing, verbally or otherwise and within the scope of the agreement, except for information that has already been made public or is legally available from a source other than the parties. All information that is passed on to emino vzw for an agreement with a (potential) customer also falls under the heading of confidential information.

The information may only be disclosed or passed on to third parties with the express consent of the party owning the data or information, when absolutely necessary for the performance of an assignment, or in the event of a dispute with third parties. emino vzw and the customer also shall impose the agreed duty of confidentiality on their employees, personnel, subcontractors and suppliers who, during the performance of the assignment or the use of the research and its results, may need access to confidential information owned by the other party. However, emino vzw and the customer shall never be solely and fully liable to third parties for compliance with the duty of confidentiality.

8.4. The parties shall not disclose any information concerning the research or its results (e.g. press releases, interviews, newsletters etc.) without the prior and express consent of the other party.

8.5. Reports resulting from coaching are confidential and intended solely for the client organisation or any other companies associated with the client organisation. Given the fact that third parties may wish to use these reports for other purposes, these reports may not be cited, referenced or shown to any party without the prior and explicit written consent of emino vzw.

8.6. emino vzw shall not accept any responsibility in connection with or arising from the content of these reports other than towards our client. If others wish to rely on the content of these reports, they always do so on their own responsibility. Furthermore, the use of these reports for purposes other than those for which they was written always implies an unconditional obligation on the part of the client to indemnify emino vzw in full and without reservation against any claim whatsoever which a third party might bring as a result of this unlawful use, whereby the client shall compensate emino vzw for all direct and indirect costs and other damages without any restriction.

9. Applicable law and competent court

9.1. The legal relationship between emino vzw and the other party shall be governed by the laws of Belgium, without prejudice to emino vzw's right to invoke the national law of the place of residence, registered office, administrative headquarters, place of business, branch or office of the other party.

9.2. In case of disputes, the justice of the peace and the courts of the judicial district in which the registered office of emino vzw is located shall be exclusively competent.

10. Validity

10.1. If it becomes apparent that one of the provisions of these General Terms and Conditions is null and void, the other provisions shall remain in full force. In this event, any unlawful provision shall be replaced by mutual agreement by a provision that is legally valid and that corresponds as closely as possible to the void provision.