

LBR-IT CONSULTING GENERAL TERMS AND CONDITIONS OF SALE

Article 1: Identification

General Terms and Conditions of Sale (hereinafter the “GTC”) defining the terms and conditions of the Belgian IT consulting firm operating under the trade name LBR-IT CONSULTING, with its registered office located at 48 Rue de l’Aigle, 1480 TUBIZE, registered with the Belgian Cross-Reference Database (BCE) under number 0683.710.933, hereinafter referred to as the “Service Provider,” and any natural or legal person engaging its services, hereinafter referred to as the “Client.”

Article 2: Applicability

These General Terms and Conditions of Sale apply to all offers, orders, quotes, contracts, and services provided by LBR-IT Consulting. If the goods or services are financed or leased by the Client through third parties, these General Terms and Conditions also apply to such third parties.

Any signature on an Offer implies the Client’s full and unconditional acceptance of these General Terms and Conditions.

The Client’s general terms and conditions are enforceable against the Service Provider only if they have been expressly accepted in writing. LBR-IT Consulting expressly rejects the application of any clauses appearing in any of the Client’s documents.

No purchase order accepted by the Service Provider may be canceled by the Client without the written consent of LBR-IT Consulting.

Article 3: Prices and Payment Terms

The prices listed are in euros and do not include VAT.

Travel expenses and other costs associated with the performance of the services are specified in the Proposal. They will be invoiced separately based on the actual costs incurred or in accordance with the terms agreed upon by the parties.

Unless otherwise provided in the Contract, the Client shall pay LBR-IT Consulting’s invoices to the LBR-IT Consulting bank account specified on the invoice within 15 days of the invoice date or by the due date stated on the invoice.

Any service not expressly provided for in the Proposal or resulting from an additional request by the Client may be invoiced separately according to the rates in effect at the time of its performance.

The Service Provider may suspend its services in the event of non-payment by the Client.

Any dispute regarding an invoice must be submitted to the Service Provider in writing, stating the reasons, within eight days of receipt. Otherwise, the invoice shall be deemed accepted without reservation.

Article 4: Quotes and Contract

All Offers are subject to these General Terms and Conditions of Sale. Offers from LBR-IT Consulting are, by default, non-binding and valid for a period of 15 days, unless otherwise specified in writing.

Quotations, commercial proposals, and other documents issued by the Service Provider are provided on a confidential basis and must not be disclosed by the Client under any circumstances.

The contract is concluded upon the written signature of the Offer by both parties, unless otherwise specified.

The Service Provider reserves the right to refuse an order without justification.

Estimates of time, workload, budget, or deadlines provided by the Service Provider are made in good faith based on the information available at the time they are issued. Unless otherwise agreed, they are estimates and not guarantees.

Any delay or failure on the part of the Client to provide information, approvals, access, documents, or decisions necessary for the proper performance of the services may result in an extension of the performance deadlines without the Service Provider being held liable.

Article 5: Termination or Cancellation of the Contract

Either party may terminate the Contract early by providing 30 days' written notice via certified mail. If the Customer decides to cancel the Contract, the Customer must pay a cancellation or termination fee, which shall cover, including but not limited to,

- (i) the cost of supplies already ordered from the Supplier but not yet invoiced,
- (ii) expenses incurred by the Supplier but not yet invoiced,
- (iii) services already performed but not yet invoiced,
- (iv) payment of outstanding invoices (not yet paid) by the Customer,
- (v) compensation for lost profits equivalent to 30% of the amounts that the Supplier could have invoiced the Customer had the Contract been performed through the end of the contractual term.

In the context of a contract specifying an estimated number of services to be performed for the project, in the event of termination at the Client's initiative and/or total or partial non-performance of the services by the end of the calendar year, LBR IT Consulting will seek compensation equal to 30% of the estimated annual amount.

In the event of the Client's breach of its obligations (delayed, improper, or failure to perform), or in the event of bankruptcy, pending legal proceedings, obvious insolvency, judicial reorganization, liquidation, seizure, or cessation of business, LBR-IT Consulting may, at its sole discretion, suspend the performance of its obligations—including those arising from other contracts between the parties—or immediately terminate all or part of the Contract that has not yet been performed, without prior notice, by simple registered notification.

Article 5: Intellectual Property

Each party retains all intellectual property rights it held prior to the commencement of services.

All intellectual property rights relating to the goods and services provided by LBR-IT Consulting, including, but not limited to, software, tools, methods, and associated documentation, belong exclusively to the Service Provider or its suppliers.

Third-party software (Microsoft, etc.) remains subject to its own licenses.

No rights of use or intellectual property rights are transferred to the Client until all invoices relating to the services in question have been paid in full.

Article 6: Liability

The Service Provider shall not be held liable for indirect damages (loss of data, reputation, loss of revenue, etc.) or for errors resulting from incorrect information provided by the Client.

In any event, the Service Provider's liability is limited to the amount invoiced for the services in question.

The Service Provider shall not be held liable in the event of force majeure, as defined by applicable law.

The Client acknowledges that IT Services may be temporarily unavailable due to scheduled maintenance or unplanned emergency maintenance, whether performed by the Service Provider or by third-party suppliers, or for other reasons beyond the reasonable control of LBR-IT Consulting. The Service Provider shall provide the Client with reasonable written notice of any scheduled service interruption.

Article 7: Non-Solicitation of Personnel

7.1 Unless the Service Provider has given prior consent, the Client may not, directly or indirectly through an intermediary entity, solicit or poach any person employed or engaged by the Service Provider (including its subcontractors) who has been involved at any time in the provision of the Services. This prohibition shall remain in effect for the duration of the Contract, as well as for a period of 12 months from the date the Contract terminates.

7.2 A lump-sum indemnity equal to twelve (12) months of the affected employee's gross full-time salary shall be payable by the Client in the event of a violation of clause 7.1. For the purpose of calculating this indemnity, the last salary paid to such employee prior to the termination of their employment contract shall serve as the basis. In the event of the poaching of a consultant or any other employee, the lump-sum indemnity shall be equal to twelve (12) months of services billed based on the hourly or daily rate of the full-time consultant or employee.

Article 8: Data Protection (Confidentiality)

The parties agree to keep confidential all information, documents, data, and other materials that, by their nature, should reasonably be considered confidential and that are exchanged in the course of the collaboration.

The Service Provider and the Client agree not to disclose or use such information to third parties without the prior written consent of the other party.

The Client grants the Service Provider the right to use and process, in accordance with these General Terms and Conditions and the Data Processing Agreement (DPA), the content and client environment in order to provide the Client and its users with IT services for the duration specified in the Contract.

The parties agree to comply with applicable laws regarding the protection of personal data, particularly the General Data Protection Regulation (GDPR) as well as any applicable Belgian legislation.

The Service Provider is authorized to engage technical subcontractors or third-party providers (including hosting providers, cloud providers, email services, or backup services) when necessary for the performance of the services.

Article 9: Maintenance and Support

The Service Provider provides technical support during business hours, namely Monday through Friday from 8:30 a.m. to 5:30 p.m., excluding legal holidays in Belgium.

Support requests may be submitted via email, telephone, or any other channel agreed upon by the parties.

The Service Provider does not guarantee the continuous availability of services provided by third parties, including cloud providers, hosting providers, email providers, Internet access providers, domain name registrars, or third-party software providers.

Article 10: Force Majeure

Neither party shall be held liable in the event of force majeure that may interfere with the performance of its obligations.

“Force Majeure” includes, but is not limited to : natural disasters, cyberattacks, pandemics, infrastructure failures, power outages, failures in the customer’s environment; or any other event beyond the control of the parties.

The party invoking a case of force majeure must notify the other party as soon as possible and take all reasonable measures to mitigate its effects.

Article 11: Miscellaneous Provisions

11.1 Subcontracting: If it deems it appropriate, the Service Provider may subcontract all or part of the Services to be provided under the Contract to affiliated companies or third-party companies selected by the Service Provider.

11.2 References: The Client agrees that the Service Provider may cite the Contract or the Client's name/logo as a reference for other contracts with other clients or in its advertising.

11.3 Severability: If any provision of the Contract is or becomes illegal, invalid, unenforceable, or inapplicable, the remaining provisions shall remain in full force and effect, and the Parties shall negotiate in good faith to replace such provision with a valid and enforceable provision that most closely reflects the Parties' original intent.

11.4 Amendments: Any amendment to the Agreement must be in writing and signed by all Parties to be valid.

11.5 Communication: Except in specific cases requiring another form of communication, the Parties agree to communicate via email and to treat such communications as having the same legal effect as other written communications.

Article 11: Governing Law and Jurisdiction

These General Terms and Conditions are governed by Belgian law.

Any dispute regarding their validity, interpretation, or performance falls within the exclusive jurisdiction of the courts of Nivelles, unless otherwise required by mandatory legal provisions.