

## I GENERAL PROVISIONS

### 1. Definitions

1. Supplier: RestOcheck nv.
2. Customer: the natural person, legal person or de facto association who signed the contract with the supplier and who uses the services and/or products supplied.
3. User agreement: the agreement, laid down in writing, the supplier and customer concluded.
4. Services: any activities and deliveries ensuing from the user agreements between the supplier and the customer.
5. Software: any computer programs and applications the supplier designed and/or supplied.
6. Equipment: any tablets or hardware and accessories the supplier sold, leased, lent or, in any other way, put at the disposal of the customer.
7. Patron: the person visiting the customer's hospitality-sector business.

### 2. Scope

1. The present terms and conditions shall govern any offers, legal relationships and agreements on foot of which the supplier supplies and/or furnishes the customer with services and/or products, whatever their nature. All relations between the supplier and his contractual partners shall, by virtue of the undertaking entered into with the supplier, be governed by the present terms and conditions, unless otherwise expressly agreed in writing.
2. Save otherwise specified by the supplier in writing, all the supplier's offers and/or quotations shall remain valid for a period of eight days as of their issue date.
3. Orders shall not become binding on the supplier until such time as the latter has forwarded an order confirmation.
4. The customer shall ensure that the supplier is furnished with the exact and complete requirements, specifications and any other details the supplier may need to issue his offer.
5. Any deviations to any one provision of the present terms and conditions that may be agreed upon shall not in any way affect the enforceability of the other provisions.

### 3. Fees and payment

1. Unless otherwise agreed, all the prices furnished by the supplier shall be deemed to be VAT-exclusive, monthly prices per individual item.
2. Unless otherwise specified, the purchase price shall be deemed to be exclusive of transport, insurance, etc.
3. All prices or fees agreed upon in the user agreement shall be settled before any services and/or products will be supplied. If the customer chooses to pay by direct debit, he shall ensure that the relevant amount has been credited to the supplier's account by the fifth working day of every month.
4. In the case of a periodical payment obligation, the supplier shall be entitled to adjust his prices and fees at the end of every three-month period. If the customer is unable to accept the increase in question, he shall be entitled to, within 8 days of having been notified of the planned increase, cancel the user agreement by the date at which the increase is due to come into effect.
5. Any invoices that do not relate to deliveries that must be settled in advance or in respect of which no periodical payment instruction was issued shall be settled within 8 days of the invoice date.
6. The customer shall automatically and without reminder or formal notice be liable for interests at the legal interest rate on any invoices that have not been settled within the specified time limit and this as of the date the invoice has matured until the date of full and final payment.
7. The supplier shall be entitled to refer any invoices that remain unsettled after the customer was issued with formal notice to a third party, in which case the customer shall be liable for all the judicial and extrajudicial costs, with a minimum of € 250.--

excluding VAT. In that case, the customer shall also be liable for any external experts' fees.

#### 4. Delivery and delivery lead time

1. The supplier hereby undertakes to do everything in his power to respect the pre-agreed delivery lead time.

The mere exceedance of a pre-agreed delivery lead time shall not be construed as default on the part of the supplier. The supplier shall in any event only be deemed to have defaulted on the delivery lead time once the customer has issued him with formal notice in writing.

2. The customer shall only be entitled to cancel the user agreement for reasons of default on the part of the supplier if he has issued the latter with 8 days' formal notice to as yet perform the user agreement. This period shall start to run as of the date of the formal notice.
3. The risk of loss, theft or damage to goods, products, software or data, object of the user agreement, shall transfer to the customer at the time of their delivery.

#### 5. Intellectual property rights

1. Any intellectual property rights on the developed or furnished equipment, software, websites, databases or other items are and shall remain the exclusive property of the supplier, his licensor(s) or supplier(s). The customer shall be granted the user rights and ownership of the content of the database and the collected email addresses. Any further rights entitling the customer to multiply software and websites are excluded.
2. The customer's user rights are non-exclusive and cannot be transferred to third parties.
3. The customer shall refrain from removing or altering any copyright, trademarks, trade names or any other intellectual property rights featuring in the software, on the websites, the equipment or in/on any of the other items.

#### 6. Termination of the user agreement

1. Either party shall only be entitled to cancel the agreement if the other party fails to perform its contractual obligations. However, the defaulting party shall firstly be issued with a well-substantiated formal notice in writing.
2. The user agreement shall automatically come to an end if either one of the parties has entered into a rescheduling of payments or has been declared to be in a state of bankruptcy.
3. The supplier shall be entitled to terminate the user agreement if the customer defaults on any one of his obligations, after having issued the latter with formal notice in writing and a reminder to as yet redress the default in question.

#### 7. Liability

1. The supplier's liability for the failure to perform the agreement for reasons attributable to the supplier shall be limited to compensating the customer for any direct losses, capped at the price agreed upon in the agreement in question.
2. If the lifetime of the agreement exceeds a period of one year, the compensation shall be capped at the total amount of the fees payable over the course of one year.
3. The supplier shall on no account assume liability for any indirect losses, consequential losses, loss of profits, stagnation of business, damage to or loss of data, losses ensuing from the supplier's use of third-party equipment, items or software as specified by the customer or for any losses other than those listed in article 7.1 of the present terms and conditions.
4. If the customer supplies or furnishes a third-party with a product, equipment, software or any other items the supplier delivered, he shall duly exonerate the supplier from any product liability ensuing from a fault in the product, software, equipment or in any of the other items in question. The customer shall only be entitled to seek redress from the supplier if he can prove that the losses sustained were caused by the fact that the product, equipment, software or any of the other items supplied were defective in the first place.

5. The limitations specified in article 7.4 shall lapse if and insofar as the losses were caused by malicious intent or serious misconduct on the part of the customer.

## 8. Force majeure

1. Any party who is prevented from performing its contractual obligations as a result of an event of force majeure shall be exempt from performing its obligations for as long as the event of force majeure persists.
2. Events of force majeure shall also include any events of force majeure affecting the supplier's suppliers, the non-performance of obligations on the part of the supplier's suppliers and defective software.
3. Aside from fire and water damage, events of force majeure shall furthermore include any disruption to the service and/or software as a result of a power cut, viruses, worms, etc. including the unauthorised use or hacking of the supplier's or customer's systems.

## II THE SUPPLY OF SOFTWARE AND SERVICES

### 9. The delivery and installation of software

1. Any software the customer may be supplied with shall remain the property of the supplier.
2. The customer is merely granted the right to use the software in his own company or organisation.
3. The supplier shall, insofar as possible, supply the customer with software that is in conformity with the relevant arrangements made and, if agreed, also install the software in question. If the parties have not come to any arrangements regarding the installation of the software, the customer shall install and set up the software himself and, where necessary, adjust his equipment and user environment accordingly.
4. The customer shall not be entitled to refuse the software on any grounds other than the specifications originally agreed upon between the parties or, furthermore, on account of the presence of any minor errors that do not reasonably hamper the operational or productive commissioning of the software.
5. The customer accepts that the supplier shall continue to develop the software, programs and formulas offered and that certain changes may be made during the lifetime of the agreement. The customer hereby undertakes to use, test, assess and help monitor any new developments, applications, extensions or changes to the software.
6. At the end of the test period, the customer shall be free to upgrade or download the endorsed formula by entering his choice into the system via his personalised dashboard. The new formula chosen by the customer shall come into effect as of the first day of the month following the month during which the change in question was made.

### 10. Duration of the agreement

1. Unless otherwise agreed, the user agreement regarding the supply of services is concluded for a period of one month.
2. Deze termijn wordt steeds stilzwijgend verlengd voor de duur van de oorspronkelijke periode, zijnde een maand. This term shall automatically be tacitly renewed for the same period of time as described above: one month .
3. The fact that the supplier is free to amend the prices of any tacitly renewed contracts shall not entitle the customer to terminate the agreement prematurely.

### 11. Data protection

1. The supplier hereby undertakes not to disclose any personal details of the customer's patrons he may have or gain access to via the software he designed and/or supplied to third parties and to process said information confidentially.

2. For one, the supplier undertakes not to process any personal details about any of the customer's patrons such as their name, address, e-mail address, telephone and fax number without the consent of the customer's patrons. Processing shall be deemed to mean any form of automated processing such as collecting, storing, amending, deleting, consulting, disclosing, using, etc. personal information.
3. The customer shall at all times have access to any personal information the supplier keeps on him and shall be entitled to have these data amended or rectified if they are incorrect, incomplete or irrelevant. The customer shall be furnished with the information in question within 30 days of the supplier having received a written request to that effect.
4. The supplier shall be free to publicize and/or post any information and offers he has obtained from the customer on his website or to use the aforesaid on any other media platform, and this possibly also in collaboration with (websites) of third parties. He shall be entitled to use these data for statistical purposes, to standardize them and to translate them into other languages

## 12. Warranty

1. The supplier shall not assume any liability for the verification of the accuracy and completeness of the results of the software. The customer shall personally check the results on receipt.
2. The supplier does not guarantee that the software is/will be delivered completely free of errors or defects.
3. The customer is obliged to notify the supplier within 48 hours following the discovery, though in any event within 10 days of receipt of the software, of any faults and/or defects in the software. The supplier is obliged to redress these errors and/or defects free of charge if and insofar as they are attributable to him. The supplier shall only pass on the repair costs, at his usual rates, if the software was developed at the instruction of the customer on any basis other than a fixed-price one.
4. The warranty shall not apply if the customer made any changes to the software without the supplier's consent or if losses have arisen as a result of the customer's incorrect or incompetent use.
5. The warranty does not cover the recovery of damaged or lost data.
6. The warranty as described in the present article shall expire after one full month after which the supplier shall no longer be under any obligation to repair any errors and/or defects.

## 13. Intellectual property rights

1. If the parties were to agree in writing that the intellectual property on any of the software, websites, databases, e-mailings and any other items that were developed for the customer specifically are to transfer to the customer, the supplier shall remain entitled to unrestrictedly apply and use the components, general principles, ideas, designs, documentation etc. on which their design is based for other purposes. Any such transfer shall furthermore not detract from the supplier's right to furnish other customers with similar products.
2. The supplier shall be entitled to take the necessary technical measures to ensure that his intellectual property rights are safeguarded.
3. The supplier guarantees that there are no third-party rights encumbering the customer's right to use the equipment, software, material for websites, databases or any other items with a view to their use, editing, installation or incorporation. The supplier hereby safeguards the customer against any claim based on the allegation that any such access, use, editing, installation or incorporation constitutes a violation of any rights held by a third party.

## III. DELIVERY OF GOODS

### 14. The delivery and installation of equipment

1. All the equipment the supplier shall furnish the customer with shall remain the former's property until such time as all the amounts owed have been settled in full.
2. The customer shall assume full liability for the equipment he chose to purchase. The supplier does not guarantee that the equipment is suitable for the use the customer intends to make of it, unless its intended use has been clearly and unreservedly specified in the written sales agreement the parties signed.
3. The equipment the supplier sold to the customer shall be delivered to the pre-agreed location and on the understanding that the supplier's risks shall transfer to the customer at the moment the supplier ships the goods to the customer.
4. The customer shall ensure that the equipment is installed in an environment where it can function properly and hereby undertakes to take due and proper care of it.
5. If agreed between the parties, the supplier shall install or have the software installed on the equipment at a pre-agreed fee.

## 15. Warranty

1. The customer is obliged to, on receipt of the equipment, complete the relevant warranty and/or registration forms and to forthwith return these forms to the manufacturer.
2. The full two calendar-year warranty on the equipment the supplier has supplied shall only apply if the customer has fulfilled the aforementioned obligation. A longer warranty period shall apply only if this has been expressly specified on the warranty certificate.
3. Travel, shipment and insurance costs shall exclusively be borne by the customer.
4. The warranty shall not apply if the customer has made any changes to the equipment without the supplier's consent or if damage has been caused as a result of the customer's incorrect or incompetent use.
5. The warranty does not cover any accessories (cables, data carriers, etc.).
6. If and insofar as the supplier supplies the customer with equipment from third parties, the equipment in question shall be covered by the warranty offered by the third party in question, and any deviating provisions featuring in the present terms and conditions shall be set aside.
7. The customer shall only be entitled to return defective equipment to the manufacturer and invoke the supplier's warranty if he has obtained the prior consent of the supplier in writing.

## 16. Incompatibility with other terms and conditions

1. The customer's terms and conditions are hereby expressly excluded and cannot, even partially, be enforced against the supplier, unless otherwise expressly agreed in writing.

## 17. Applicable law

1. The contractual relationship between the parties is governed by Belgian law.
2. Solely the courts of the judicial district of Leuven shall have jurisdiction to take cognizance of any disputes in connection with, ensuing from or in relation to the agreements the parties have concluded.