



## GENERAL TERMS & CONDITIONS The Nutshell bvba

### 1. Orders

Placing an order signifies acceptance of our General Terms and Conditions.

### 2. Ownership

The client is responsible for the information, texts, photographs and images that it provides to The Nutshell, and shall be deemed to own or to have acquired the copyright to such items. The Nutshell disclaims all responsibility in the event of legal action taken for imitation or infringement of copyright.

The Nutshell shall retain ownership of the results of the service concerned until such time as all sums due under the contract are paid in full (including but not limited to the principal, interest, cost of transport and packaging, VAT and any other taxes payable, damages, and so on).

### 3. Payment

Payments must be made in euros or in the agreed currency, net and without discount.

VAT and all current and future taxes, fees, levies, costs and expenses of any kind are not included in the price and are always the responsibility of the client.

Invoices are payable within 30 calendar days of the invoice date. Any invoice not paid by the due date shall automatically and without notice of default be increased by 15% per year, subject to a minimum of €50, as fixed compensation. Late payment interest shall also be payable from the due date. Late payments shall automatically and without notice of default bear interest at an annual rate equal to the European Central Bank main refinancing operations interest rate plus 7 percentage points, rounded up to the next half percentage point.

In the event of bankruptcy, filing of an application under the Belgian Law on the Continuity of Enterprises, winding up by court order or a voluntary decision by the client to de facto cease trading or wind up its business, The Nutshell has the right to terminate the contract and claim compensation for any loss or damage suffered by it, without recourse to the courts.

### 4. Liability

The Nutshell is not liable for any material damage or physical injury that the client and/or its employees may suffer for any reason whatsoever, including shortcomings, negligence, error or serious misconduct on the part of The Nutshell or its employees or suppliers. The Nutshell furthermore excludes all liability for any loss or damage suffered by the client and/or its employees and/or third parties as a result of the incorrect use of the services.

The Nutshell is under no circumstances liable, either contractually or non-contractually, for loss or damage including but not limited to the following: indirect loss or damage, loss of profits or income, consequential loss or damage, production losses, loss of savings, loss of clients, loss of contracts, loss of time, loss of goodwill, loss of reputation or any action that may be brought by a third party against the client.

Should The Nutshell nonetheless be held liable in any way, its liability shall be limited to the most recent annual price of the service paid by the client.

### 5. Force majeure

In the event of force majeure, The Nutshell has the right to delay performance of its contractual obligations for as long as the force majeure continues. If fulfilment of the contract should become permanently impossible, or impossible within a reasonable period of time after the proposed period in which the services were to be performed, both parties shall be entitled to terminate the contract by registered letter, without any right to compensation for the other party, and without prejudice to The Nutshell's right to payment for the services it has already performed.

Force majeure in respect of The Nutshell shall be regarded as any circumstance which The Nutshell was unable to avoid or prevent and which prevented the normal execution of the contract entered into with the client. This includes but is not limited to: war, flooding, natural disasters, fire, delay in or impossibility of delivery of goods or services by third parties, vandalism, damage to or defects in the essential operating assets needed for the provision of The Nutshell's services, strikes, sit-ins and lock-outs, government measures, transport problems, staff illness, and lack of raw materials. This summary is not exhaustive and is only given as an example.

### 6. Law

In the event of a dispute, the district courts at the location of The Nutshell's registered office shall have sole jurisdiction and Belgian law shall apply.