General Terms and Conditions

Version 1.0, in force from 3 October 2026

Experus BV, Rodestraat 59, 1570 Pajottegem, Belgium

Enterprise number 0749.799.310, RLE Brussels

VAT BE 0749.799.310, info@experus.com

This English text is a translation of the Dutch original (Algemene voorwaarden). If the two versions differ, the Dutch text prevails.

Part I. General provisions

Article 1. Definitions

In these general terms:

1.1 **Experus** means Experus BV, with its registered office at Rodestraat 59, 1570 Pajottegem, Belgium, registered in the Crossroads Bank for Enterprises under number 0749.799.310.

1.2 **Client** means any natural or legal person who enters into, or wishes to enter into, an Agreement with Experus.

1.3 **Agreement** means any arrangement between Experus and the Client, including the accepted Quote or order confirmation, a specific agreement or framework agreement, these general terms and their appendices.

1.4 **Quote** means any written proposal or written order confirmation from Experus describing the Services, the price or estimate and the conditions.

1.5 **Services** means all services and supplies provided by Experus, such as analysis, design, development, advice, management, support and the sale of goods.

1.6 **Deliverables** means the results of the Services made specifically for the Client, such as source code, configuration, documentation, designs and reports.

1.7 **Background IP** means all intellectual property of Experus that existed before the Agreement or is developed independently of it, including reusable code, libraries, components, templates, methods and tools, and any improvements to them that are not specific to the Client.

1.8 **Change Request** means any request from the Client for Services that are not described in the written scope of the Agreement.

1.9 **In Writing** means by letter or by email.

1.10 **Working Day** means any day from Monday to Friday, excluding public holidays in Belgium.

Article 2. Scope and order of precedence

2.1 These general terms apply to all Quotes, Agreements and Services of Experus for Clients acting as a business. For the sale of goods to consumers, the specific provisions of Appendix 1 also apply.

2.2 Part I applies to every Agreement. The modules of Part II apply according to the nature of the Services. An Agreement may fall under more than one module.

2.3 In the event of a conflict, the following order of precedence applies: (1) the specific agreement or framework agreement, (2) the accepted Quote, (3) the applicable module, (4) Part I, (5) the appendices, unless an appendix reflects mandatory law.

2.4 Where Experus works through an intermediary, the agreement with that intermediary prevails. These general terms apply in addition, for everything that agreement does not cover.

2.5 General or specific terms of the Client do not apply unless Experus accepts them expressly and In Writing.

Article 3. Quotes and formation of the Agreement

3.1 A Quote is valid for 30 days unless it states a different period.

3.2 A fixed-price Quote is binding for the scope, assumptions and schedule described in it. If an assumption changes or the Client requests additional Services, Article 7 applies.

3.3 An estimate for time-and-materials Services is expressly marked as an estimate and is not binding. Experus keeps the Client informed of the time spent against the estimate and reports an expected overrun as early as possible.

3.4 The Agreement is formed when the Client accepts the Quote In Writing, or when Experus starts performance at the express request of the Client.

Article 4. Prices and indexation

4.1 All prices are in euro and exclude VAT and other levies, unless stated otherwise.

4.2 Time-and-materials Services are charged per day or hour worked, at the rate in the Quote. Travel and accommodation costs outside Belgium are charged separately unless agreed otherwise.

4.3 Unless agreed otherwise, rates and periodic fees are adjusted every year on 1 January according to the formula $P1 = P0 \times (0.2 + 0.8 \times S1 / S0)$, where P0 is the price when the Agreement was concluded or last adjusted, S0 is the Agoria reference index for labour costs for the month of that date, and S1 is the same index for the month before the adjustment.

4.4 Third-party costs incurred directly for the Client, such as hosting, licences or domain names, are preferably invoiced to the Client directly by the supplier. Where Experus advances them, they are passed on at cost unless agreed otherwise.

Article 5. Invoicing and payment

5.1 Unless agreed otherwise, Experus invoices time-and-materials Services monthly in arrears, fixed prices according to the payment schedule in the Quote, and periodic fees monthly in advance.

5.2 Invoices are payable within 30 days of the invoice date, unless agreed otherwise.

5.3 An invoice that is not disputed In Writing, with reasons, within 15 days of receipt is deemed accepted. A dispute about part of an invoice does not suspend payment of the undisputed part.

5.4 In the event of late payment, interest under the Belgian Act of 2 August 2002 on combating late payment in commercial transactions is due automatically and without notice of default, together with a fixed compensation for recovery costs under the same Act, without prejudice to the right of Experus to claim higher, demonstrated recovery costs.

5.5 If an invoice remains unpaid 15 days after a written reminder, Experus may suspend performance of the Agreement concerned until payment in full.

Article 6. Performance and nature of the obligations

6.1 Experus performs the Services with the care that may be expected of a competent and diligent IT service provider.

6.2 The obligations of Experus are obligations of means (best efforts), unless the Agreement expressly promises a result. An obligation of result exists only for Deliverables expressly described in the scope of a fixed-price project (Module A), and for response times expressly set in a service agreement (Module C).

6.3 Deadlines and schedules are indicative unless the Agreement expressly marks them as binding. If a deadline cannot be met, Experus informs the Client immediately, with the reason and a new schedule.

6.4 The Client cooperates in good faith. It provides the necessary information, access, test data and decisions in good time, and appoints a contact person who can take decisions. Delays or extra work caused by their absence entitle Experus to an adjusted schedule and to payment for the extra work.

6.5 The Client remains responsible for the accuracy of the data and specifications it supplies, for the use of the Deliverables within its organisation, and for third-party software and services it chooses itself.

Article 7. Change Requests

7.1 Any Service outside the written scope is a Change Request, even when the Client describes it as a defect or correction.

7.2 For every Change Request, Experus provides a written assessment of its impact on price and schedule. Experus starts work on a Change Request only after the Client's agreement In Writing.

Article 8. Use of third parties

8.1 Experus may engage independent specialists or other subcontractors to perform the Services. Experus remains fully responsible to the Client for their Services.

8.2 Experus imposes on them the same confidentiality obligations as those in Article 10, and has them assign their intellectual property rights in the Deliverables to Experus In Writing, so that Article 9 can be complied with.

8.3 Where a person is placed with the Client (Module B), or where the Agreement names a specific person, a replacement requires the Client's prior agreement, which may not be withheld without reasonable grounds.

Article 9. Intellectual property

9.1 Upon payment in full for the Services to which they relate, Experus assigns all economic rights in the Deliverables to the Client. The assignment includes the right to reproduce, adapt, translate, modify, distribute, communicate to the public, license and commercially exploit the Deliverables in any manner and form, by all known modes of exploitation, worldwide and for the full term of the rights.

9.2 Until payment in full, the Client has a non-exclusive right to use the Deliverables for testing and evaluation, and for production use as long as the payment term has not expired.

9.3 Experus remains the owner of the Background IP. To the extent Background IP forms part of the Deliverables, the Client receives a free, non-exclusive, perpetual and irrevocable licence to use, modify and have third parties maintain that Background IP, as part of the Deliverables and for its own purposes. The Client may not sell or license the Background IP separately.

9.4 Open-source components remain subject to their own licences. On request, Experus states which open-source components are included in the Deliverables and under which licence.

9.5 Experus retains the right to reuse general knowledge, experience and techniques gained during performance, provided it does not use any confidential information of the Client in doing so.

9.6 Experus indemnifies the Client against third-party claims that the Deliverables infringe their intellectual property rights, provided the Client informs Experus immediately and lets it conduct the defence. This indemnity does not apply to parts modified or supplied by the Client or a third party.

Article 10. Confidentiality

10.1 Each party keeps the confidential information of the other party secret and uses it only to perform the Agreement. Confidential information is all information marked as confidential or whose confidential nature is reasonably apparent, such as source code, business data, customer data, security information and prices.

10.2 This obligation does not apply to information that is public through no fault of the receiving party, that the receiving party already lawfully knew, that it lawfully obtains from a third party, or that it must disclose by law or by court order.

10.3 The obligation applies during the Agreement and for 3 years after its end.

Article 11. References

11.1 Experus may mention the Client's name and a general description of the Services as a reference, including in proposals and CVs, unless the Client objects In Writing.

11.2 Use of the Client's logo, a case study or a quotation on the website or in publications requires the Client's prior written consent.

Article 12. Liability

12.1 The total liability of Experus for all damage arising out of or in connection with an Agreement, on whatever legal basis, is limited to the amount the Client has paid or owes for the assignment concerned over the 12 months before the event giving rise to the damage, and in any case does not exceed EUR 250,000 per claim and per calendar year.

12.2 Experus is not liable for indirect damage, such as loss of profit, loss of revenue, lost savings, loss of customers or reputation, business interruption, and loss of or damage to data, except to the extent that restoring data expressly forms part of the Services (Module C).

12.3 Experus is not liable for damage resulting from incorrect or incomplete information from the Client, from changes made by the Client or third parties, from third-party software, hardware or services not supplied by Experus, or from failure to follow advice or a warning from Experus.

12.4 The limitations and exclusions in this Article do not apply in the event of fraud or intentional misconduct by Experus, nor to the extent the law does not permit them.

12.5 Any claim for damages must be brought In Writing, on pain of forfeiture, within 12 months after the Client discovered or should reasonably have discovered the damage.

Article 13. Force majeure

13.1 Neither party is liable for a failure caused by force majeure. Force majeure includes natural disasters, fire, war, terrorism, epidemics, government measures, strikes at third parties, outages at cloud providers, telecom or energy suppliers, and cyber attacks despite reasonable security measures.

13.2 The party invoking force majeure informs the other party without delay. Obligations are suspended for as long as the force majeure lasts. If it lasts longer than 60 days, either party may terminate the Agreement In Writing without compensation. Services already delivered remain payable.

Article 14. Non-solicitation

14.1 During the Agreement and for 12 months after its end, neither party, directly or indirectly, recruits employees or independent specialists of the other party who were involved in the performance, or enters into an agreement with them for similar services, without the other party's prior written consent.

14.2 In the event of a breach, the party at fault pays the other party a fixed compensation equal to 6 months of the last fee charged for the person concerned or, failing that, of that person's last gross monthly salary or monthly fee.

Article 15. Term and termination

15.1 The term of the Agreement is stated in the Quote or in the module. Agreements of indefinite duration with a periodic fee may be terminated by either party with 3 months' notice, starting on the first day of the month after notice is given.

15.2 Either party may terminate the Agreement In Writing with immediate effect and without court intervention if the other party fails to remedy a serious breach within 15 days of a written notice of default, or if the other party is declared bankrupt or ceases its activities.

15.3 On any termination, the Services delivered up to the date of termination remain payable. The Articles on intellectual property, confidentiality, liability, non-solicitation, handover at the end and disputes survive the end of the Agreement.

Article 16. Handover at the end

16.1 At the end of the Agreement, for whatever reason, Experus provides the Client within a reasonable time with all access, documentation, source code and configuration belonging to the Deliverables, to the extent the Client does not already hold them.

16.2 On request, Experus assists the transfer to the Client or to another supplier, at the rate applicable at that time.

16.3 Experus may suspend the handover only for Deliverables whose invoices are due and unpaid.

Article 17. Personal data

17.1 Experus processes the personal data of the Client's contact persons as controller, in accordance with its privacy policy on experus.com.

17.2 Where Experus processes personal data on behalf of the Client during performance, the Client is the controller and Experus the processor. In that case the data processing agreement in Appendix 2 applies, unless the parties conclude a different data processing agreement.

Article 18. Governing law and disputes

18.1 The Agreement is governed exclusively by Belgian law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

18.2 The parties first try to resolve a dispute by mutual consultation, in a meeting within 15 days of a written request from either party. If that fails, the parties may appoint a mediator by mutual agreement.

18.3 If no solution is found, the Dutch-language Enterprise Court of Brussels has exclusive jurisdiction, without prejudice to the mandatory rules of jurisdiction for consumers.

Article 19. Final provisions

19.1 If a provision of these terms is void or unenforceable, the other provisions remain in force. The parties replace the provision concerned with a valid provision that comes as close as possible to the original intention.

19.2 Failure to exercise a right does not constitute a waiver of that right.

19.3 Experus may amend these terms. The new version applies to new Agreements. For ongoing Agreements of indefinite duration it applies 2 months after written notice; within that period the Client may terminate the Agreement free of charge.

19.4 These terms exist in Dutch and English. In the event of a difference in interpretation, the Dutch text prevails.

Part II. Modules

Module A. Project work

This module applies to the development of custom software and SaaS products and to the modernisation of existing systems.

A.1 **Phases.** A project normally consists of an analysis and design phase, followed by the build in successive increments or milestones. The analysis and design phase is quoted at a fixed price and produces a written design the Client may keep, even if the project does not continue. The Client decides after each phase whether the project continues.

A.2 **Price.** The build is carried out on a time-and-materials basis, per increment or milestone against a written estimate, unless the Quote states a fixed price for an increment or milestone. For modernisation, each phase is carried out on a time-and-materials basis within a cap agreed In Writing in advance; the cap is exceeded only with the Client's agreement In Writing.

A.3 **Delivery and acceptance.** After delivery, the Client has 10 Working Days to test the Deliverables against the scope and the acceptance criteria, and to report blocking defects In Writing with a reproducible description. Experus fixes reported blocking defects, after which the Client again has 5 Working Days to test the fix. The Deliverables are accepted upon written acceptance, upon expiry of the test period without a report of a blocking defect, or upon production use by the Client, whichever occurs first. Non-blocking defects do not prevent acceptance and are fixed under the warranty.

A.4 **Warranty for fixed-price work.** For fixed-price Deliverables, Experus fixes free of charge, for 30 days after acceptance, the defects the Client reports In Writing and in a reproducible manner. A defect is only a deviation from the written scope or the acceptance criteria. Anything not described there is a Change Request (Article 7). Experus assesses in good faith whether a report is a defect or a Change Request; in the event of disagreement, Article 18.2 applies.

A.5 **Exclusions.** The warranty does not cover defects caused by changes made by the Client or third parties, by third-party software, hardware or services, by the Client's data or infrastructure, or by use outside what is described in the scope. Total free remedial work under the warranty is limited to 10% of the project price of the Deliverables concerned.

A.6 **Time and materials.** Time-and-materials Services carry no free warranty. Fixing defects is charged at the applicable rate.

A.7 **After delivery.** Support, security updates and further development after the warranty are provided on a time-and-materials basis or under an agreement under Module C.

Module B. Consulting and placement

This module applies to architecture advice, technical reviews and audits, coaching, and the deployment of a specialist within the Client's team, directly or through an intermediary.

B.1 **Nature.** All Services under this module are obligations of means. Where a specialist works within the Client's team, the Client is responsible for directing the project and for the end result.

B.2 **Reviews and audits.** Reviews and audits are quoted at a fixed price based on a written brief and result in a written report. Ongoing advice is charged as a fixed number of days per month.

B.3 **Organisation of the work.** Experus and the specialist it deploys organise their work independently. The Client gives instructions only on the results to be achieved, the schedule, cooperation with its team and the security and access rules, and exercises no employer's authority.

B.4 **Timesheets.** Time-and-materials Services are invoiced on the basis of timesheets. A timesheet is deemed accepted if the Client does not dispute it, with reasons, within 5 Working Days of receipt.

B.5 **No warranty.** This module includes no free warranty. Remedial work is charged at the applicable rate.

Module C. Managed operations

This module applies to setting up, auditing and managing infrastructure, hosting, monitoring, backups and deployment (DevOps as a Service).

C.1 **Structure.** An audit or the initial set-up or migration is quoted at a fixed price. Management afterwards is provided for a fixed monthly fee, under a service agreement describing the tasks, response times, hours of cover and included improvement hours.

C.2 **Availability.** Experus takes reasonable measures to keep the managed environment available and secure. Availability is an obligation of means, because it also depends on cloud providers and other third parties. Only the response times expressly set in the service agreement are an obligation of result.

C.3 **Accounts and costs.** Cloud accounts, domain names and other subscriptions are created in the Client's name and invoiced to the Client directly by the supplier, unless agreed otherwise. Experus works with access rights the Client grants and can revoke. Secrets are stored in a vault the Client manages or has access to.

C.4 **Backups.** Experus makes backups according to the backup policy in the service agreement and tests restores at the frequency set there. Beyond what that policy provides, the Client remains responsible for its data.

C.5 **Security.** Experus applies the security updates and measures set out in the service agreement. Experus does not guarantee that the environment is free from breaches. A security incident involving personal data is reported in accordance with Appendix 2.

C.6 **Term.** The management agreement is for an indefinite term, with 3 months' notice under Article 15.1, unless the Quote provides otherwise. Article 16 applies at the end.

Module D. Sale of goods

This module applies to the sale of hardware, 3D-printed products and other goods.

D.1 **Availability.** Goods that Experus buys from a supplier are sold subject to availability from that supplier at the quoted price. If an item is unavailable, or available only at a higher price, Experus reports this within 5 Working Days of the order. The Client then chooses to accept the new price or an equivalent alternative, or to cancel the order free of charge; in the latter case amounts already paid are refunded.

D.2 **Delivery and risk.** Delivery times are indicative. Risk passes to the Client on delivery.

D.3 **Retention of title.** The goods remain the property of Experus until the price has been paid in full.

D.4 **Visible defects.** Visible defects and deviations from the order must be reported In Writing within 8 Working Days of delivery.

D.5 **Warranty.** Experus passes the manufacturer's warranty on to the Client and assists with handling it. Goods that Experus manufactures itself, such as 3D-printed products, carry a 6-month warranty against manufacturing defects. Hidden defects must be reported In Writing within 2 months of discovery.

Appendix 1. Specific provisions for consumers

This appendix applies when Experus sells goods to a consumer: a natural person acting for purposes outside their trade, business, craft or profession. In the event of a conflict, this appendix prevails over Part I and Module D. Provisions of these terms that conflict with mandatory consumer protection rules do not apply to consumers.

1.1 **Prices.** Prices for consumers include VAT. Delivery costs are stated before the order is placed.

1.2 **Right of withdrawal.** For a distance or off-premises sale, the consumer may withdraw from the contract without giving reasons within 14 days of receiving the goods, by a clear statement sent to info@experus.com. The consumer returns the goods within 14 days of withdrawing and bears the cost of returning them. Experus refunds all amounts received, including standard delivery costs, within 14 days of receiving the withdrawal, but may wait until it has received the goods back.

1.3 **Exception.** The right of withdrawal does not apply to goods made to the consumer's specifications or clearly personalised, such as custom 3D prints.

1.4 **Legal guarantee.** The consumer is entitled to the statutory 2-year guarantee from delivery for lack of conformity. A defect must be reported within 2 months of discovery.

1.5 **Liability.** Article 12 applies only to the extent the law permits with regard to consumers.

1.6 **Complaints and disputes.** Complaints can be sent to info@experus.com. In a dispute, the consumer may also contact the Belgian Consumer Mediation Service (consumentenombudsdienst.be). The statutory rules of jurisdiction for consumers continue to apply.

Appendix 2. Data processing agreement

This appendix applies when Experus processes personal data on behalf of the Client (Article 17.2), and meets the requirements of Article 28 of the General Data Protection Regulation (GDPR).

2.1 **Subject matter.** The categories of personal data and data subjects, the nature and purpose of the processing and its duration are set out in the Quote or the service agreement. Without such a description, Experus processes only the data needed for the Services, for as long as the Agreement runs.

2.2 **Instructions.** Experus processes personal data only on the Client's documented instructions, including the Agreement. If Experus considers that an instruction infringes the GDPR, it reports this immediately.

2.3 **Confidentiality.** Everyone with access to the personal data under the authority of Experus is bound by confidentiality.

2.4 **Security.** Experus takes appropriate technical and organisational measures under Article 32 GDPR, including access management, encryption where appropriate, logging, backups and timely security updates.

2.5 **Sub-processors.** The Client gives general authorisation to engage sub-processors, such as hosting and cloud providers. Experus keeps an up-to-date list, announces new sub-processors in advance, and the Client may object with reasons within 15 days. Experus imposes the same obligations on sub-processors and remains responsible for them.

2.6 **Transfers.** Personal data is processed outside the European Economic Area only with the safeguards of Chapter V GDPR, such as an adequacy decision or standard contractual clauses.

2.7 **Assistance.** Taking into account the nature of the processing, Experus assists the Client in responding to data subject requests, with data protection impact assessments and in meeting its security and notification obligations. Assistance beyond what reasonably belongs to the Services is charged on a time-and-materials basis.

2.8 **Breaches.** Experus reports a personal data breach without undue delay and no later than 48 hours after becoming aware of it, with the information the Client needs for its own notification.

2.9 **End.** At the end of the Services, Experus deletes or returns the personal data, at the Client's choice, unless the law requires retention.

2.10 **Audit.** Experus makes available the information needed to demonstrate compliance and allows audits after reasonable notice, during office hours and no more than once a year, except after a breach. The costs of an audit are borne by the Client.