GENERAL TERMS AND CONDITIONS

of sale and supply of services

Version 2026.1 — applicable to orders placed from 1 November 2026

1. Definitions and scope

The general terms and conditions of sale and the general terms and conditions for the supply of services, hereinafter the “General Terms and Conditions”, apply to all orders placed with Smartclick BV, a company incorporated under Belgian law with its registered office at Brugstraat 22, 1601 Sint-Pieters-Leeuw, registered with the Crossroads Bank for Enterprises under number 0746.385.009 (VAT BE 0746.385.009, RLE Brussels), hereinafter the “Service Provider” or the “Seller”.

These General Terms and Conditions constitute the agreement binding the Seller/Service Provider and the customer, hereinafter jointly referred to as the “parties”.

The “customer” is any natural or legal person who orders products and/or services from the Seller/Service Provider.

The “consumer” is the customer who is a natural person acting for purposes outside his trade, business, craft or profession.

These General Terms and Conditions are the only ones applicable between the parties. They exclude the customer’s general or specific terms and conditions that the Seller/Service Provider has not expressly accepted in writing.

Where a specific agreement has been concluded between the parties (in particular a service agreement, an engagement letter or a Serenity or Cloud agreement), its provisions prevail over these General Terms and Conditions, which apply for all other matters.

The General Terms and Conditions may be consulted freely at any time on the Seller/Service Provider’s website: www.smartclick.be. They are referred to on every quotation and every invoice, so that, when placing an order, the customer must declare that he has read the General Terms and Conditions and confirms that he accepts the rights and obligations arising from them.

The Seller/Service Provider reserves the right to amend these General Terms and Conditions at any time, without prior notice, provided that the amendments are published on its website. Such amendments apply to orders for products and/or services placed thereafter.

2. Offer and order

To place an order, the customer chooses the product(s) and/or service(s) he wishes to order and informs the Seller/Service Provider by telephone, by post, by e-mail or, where applicable, by means of an online form.

The Seller/Service Provider sends the customer a quotation or an order form relating to its products and/or services and may request payment of a deposit. The quotation or order form contains a statement reminding the customer that these General Terms and Conditions apply and that the consumer has a right of withdrawal.

It is up to the customer to check that the order is correct and to report any error to the Seller/Service Provider immediately.

The customer confirms the order by accepting the quotation or the order form in writing: by signature, by confirmation e-mail or through the Seller/Service Provider’s client portal.

The Seller/Service Provider reserves the right to suspend, cancel or refuse the customer’s order, in particular if the data provided by the customer prove to be manifestly incorrect or incomplete, or if there is a dispute regarding payment for a previous order.

If the customer cancels the order after its acceptance by the Seller/Service Provider, for whatever reason and save in the event of force majeure, a sum equal to 30% of the order price shall be due to the Seller/Service Provider as damages and invoiced to the customer. Any deposit paid is set off against this amount. Where the customer is a consumer and the accepted order is cancelled by the Seller/Service Provider without legitimate reason and other than in the event of force majeure, the consumer is entitled to compensation of the same amount.

3. Payment

Invoices are payable, in the currency of the invoice, by bank transfer to the account stated on the invoice, no later than fifteen calendar days from the invoice date. Subscriptions and recurring fees are invoiced in advance, at the start of each period.

Any dispute regarding an invoice must be sent in writing (registered letter or e-mail) to the Seller/Service Provider within eight days of receipt of the invoice. Failing this, the business customer may no longer dispute the invoice.

If an invoice is not paid by its due date, all outstanding amounts become immediately due.

Where the customer is a business, any invoice remaining unpaid on its due date shall automatically and without prior notice bear late-payment interest at the rate provided for by the Belgian Law of 2 August 2002 on combating late payment in commercial transactions. It shall also be increased, automatically and without prior notice, by fixed damages of 15% of the unpaid amount, with a minimum of EUR 100, without prejudice to the fixed compensation for recovery costs provided for by that Law.

Where the customer is a consumer, the Seller/Service Provider shall send a first reminder free of charge in the event of non-payment by the due date. If the amount due is not paid within 14 calendar days starting on the third working day after the reminder is sent by post, or on the day after it is sent electronically, the unpaid amount shall automatically be increased by: (i) late-payment interest at the statutory interest rate; (ii) fixed compensation of EUR 20 if the unpaid amount is EUR 150 or less; EUR 30 plus 10% of the amount due on the portion between EUR 150.01 and EUR 500, if the unpaid amount lies between those amounts; EUR 65 plus 5% of the amount due on the portion above EUR 500, up to a maximum of EUR 2,000, if the unpaid amount exceeds EUR 500.

4. Price

The price of the products and/or services is stated in euros, exclusive of taxes. Where the customer is a consumer, the total price inclusive of all taxes is stated in the quotation.

Any increase in VAT (value added tax) or any new tax imposed between the time of the order and the delivery and/or performance will automatically be charged to the customer.

Any delivery or travel costs are not included in the price of the products; they are stated in the quotation or charged according to the applicable travel rates.

Services not covered by a fixed fee are charged on a time-and-materials basis at the applicable hourly rate, with a minimum charge of 15 minutes per intervention.

5. Third-party licences and subscriptions

Third-party licences and subscriptions, in particular Microsoft, ordered by the Seller/Service Provider on behalf of the customer are payable by the customer until the end of the commitment entered into with the publisher or distributor. They remain payable notwithstanding the discontinuation of the services, suspension, termination or the end of the contractual relationship, for whatever reason, and if a user is removed. Amounts still owed until that end become automatically due on the date the contractual relationship ends. The customer complies with the terms of use of such licences and services.

6. Time limits

Unless expressly accepted otherwise in writing by the Seller/Service Provider, delivery and/or performance dates are not binding deadlines. The Seller/Service Provider can only be held liable for a significant delay attributable to its gross negligence.

The customer may not invoke delivery and performance dates to terminate the contract, may not claim damages or interest and may not assert any other claim, unless expressly accepted otherwise in writing by the Seller/Service Provider.

In the event of a delay in delivery of more than thirty working days, the customer must send the Seller/Service Provider a formal notice by registered letter, after which the latter shall have 50% of the original period to deliver the product(s) ordered and/or perform the services ordered.

This clause applies without prejudice to the mandatory rights of the consumer.

7. Retention of title

The Seller remains the owner of the products ordered until the day of full payment. Ownership of the products passes to the customer only after collection or delivery of the items and after full payment of the order. By way of derogation from Article 1583 of the Belgian Civil Code, the goods sold, delivered or installed remain the exclusive property of the Seller until the day the invoice is paid in full. Until the sale price has been paid, the customer shall not pledge, donate or use the goods as security in any way. The customer is expressly prohibited from modifying the goods, making them immovable by incorporation or use, selling them or disposing of them in any way.

As long as the Seller retains title to the goods delivered in accordance with this clause, the customer remains responsible for their maintenance and good condition. During this period, the customer alone is liable for any loss of or damage to the products. Where necessary, the customer undertakes to insure the products against all risks. The customer also undertakes to store the products in such a way that they cannot be confused with other products and that it is clear at all times that the goods belong to the Seller.

8. Right of withdrawal

In accordance with Article VI.47 of the Belgian Code of Economic Law, a consumer who orders products and/or services from the Seller/Service Provider at a distance or off-premises has 14 calendar days to notify the Seller that he withdraws from the purchase, without paying any compensation and without giving any reason. For products, this period runs from the day on which the consumer, or a third party designated by him, takes physical possession of the products.

For services, this period of 14 calendar days starts on the day the contract is concluded, i.e. the day the consumer receives a summary of his order by e-mail.

If this period expires on a Saturday, Sunday or public holiday, it is extended to the next working day.

The consumer may express his decision to withdraw by means of the withdrawal form available on the Seller/Service Provider's website, a form sent with the quotation or order form or available on the website of the Federal Public Service Economy, SMEs, Self-Employed and Energy: economie.fgov.be, or any statement clearly setting out his decision to withdraw.

The consumer shall return the products without undue delay and no later than 14 days after communicating his decision to withdraw. He is liable only for any diminished value of the products resulting from handling other than what is necessary to establish their nature, characteristics and functioning.

Only the direct cost of returning the goods is borne by the consumer.

The Seller/Service Provider shall reimburse the amounts paid by the consumer without undue delay and no later than 14 days from the day on which it is informed of the decision to withdraw. It may withhold reimbursement until it has received the products back or until the consumer has supplied evidence of having sent them back.

The right of withdrawal does not apply to sealed goods which are not suitable for return for health protection or hygiene reasons, nor to sealed audio or video recordings or sealed computer software, once unsealed after delivery.

A consumer who expressly agrees that the service ordered may be performed before the end of the 14-day period, and who acknowledges that full performance entails the loss of his right of withdrawal, can no longer exercise that right once the service has been fully performed, in accordance with Article VI.53 of the Code of Economic Law. If he withdraws before full performance, he shall pay an amount proportionate to the services provided until he informed the Seller/Service Provider of the withdrawal.

The consumer may also not exercise his right of withdrawal where one of the other exceptions provided for in Article VI.53 of the Code of Economic Law applies, in particular for goods made to the consumer's specifications or clearly personalised, or where the consumer has specifically requested a visit from the Service Provider to carry out urgent repairs or maintenance.

9. Cancellation of the order

A customer who does not meet the conditions for exercising the right of withdrawal described in the previous clause and who wishes to cancel the order must notify the Seller/Service Provider, who will in turn inform the customer of the procedure to follow.

Any deposit paid by the customer to the Seller/Service Provider will not be refunded and is set off against the cancellation fee. If no deposit has been paid, the Seller/Service Provider is entitled to claim a cancellation fee of 30% of the price of the products and/or services included in the order cancelled by the customer.

10. Delivery and/or performance of the order

The delivery and/or performance dates indicated by the Seller/Service Provider are given for information only and are not binding on the Seller/Service Provider. Consequently, a delay in delivery and/or performance of the order can under no circumstances give rise to damages, interest, termination of the contract and/or suspension of the customer's obligations, without prejudice to the mandatory rights of the consumer.

The Seller/Service Provider may make delivery or performance of the order conditional on full payment or on payment of a deposit. Risk passes to a business customer upon delivery or collection of the products, and to a consumer when he takes physical possession of them. Ownership passes in accordance with the retention of title clause.

11. Availability

Products offered for sale by the Seller are offered only while stocks last.

If one or more products are unavailable after payment of the order, the Seller undertakes to inform the customer as soon as possible and offers the customer the choice between a refund, a modification of the order or deferred delivery as soon as the products concerned are back in stock.

12. Receipt of the order and complaints

The customer must compare the quotation or order form, as well as the conformity of the products delivered to him or collected by him at the designated pick-up point, with the products he ordered.

Any complaints must be submitted in writing within 10 working days of delivery of the order or of notification that the order is available at the designated pick-up point. Complaints not submitted in this manner and within this period cannot be taken into account, and the customer is deemed to have definitively accepted the order.

Any complaints relating to the services provided by the Service Provider must be submitted in writing within 10 working days of the event giving rise to the complaint. Complaints not submitted in this manner and within this period will not be taken into account.

If a complaint is found to be justified, the Seller/Service Provider may choose between replacing the products and/or services concerned and refunding their price.

This clause applies without prejudice to the legal guarantee owed to the consumer.

13. Intellectual property rights

The information, logos, drawings, trademarks, designs, slogans, corporate identity, etc. accessible through the Seller/Service Provider's website or catalogue are protected by intellectual property rights.

Unless expressly agreed otherwise in advance, the customer may not modify, reproduce, rent, lend, sell, distribute or create derivative works based on all or part of the elements shown on the website or in the catalogue of the Seller/Service Provider.

Unless expressly agreed otherwise, the agreed price in no way entails any transfer of intellectual and/or industrial property rights.

14. Warranty

Legal warranty for all customers

In accordance with Articles 1641 to 1643 of the Belgian Civil Code, the Seller must warrant the products against hidden defects which render them unfit for their intended use, or which so impair that use that the customer would not have bought them, or would have paid a lower price, had he known of the defect.

If a hidden defect is discovered, the customer must act within a short period, in accordance with Article 1648 of the Belgian Civil Code. The customer may either return the defective product for a full refund of the price, or keep the product against a partial refund of the price.

The Seller is not required to warrant the products against visible defects which the customer noticed or could have noticed at the time of sale. The Seller is only required to compensate the customer for hidden defects of which it was itself aware at the time of sale and which it did not disclose to the customer.

Only the invoice, receipt or order form are valid for the customer as proof of warranty vis-à-vis the Seller. These documents must be kept by the customer and presented in their original version.

Additional legal warranty for customers who are consumers

In accordance with Article 1649quater of the Belgian Civil Code, a customer who is a consumer benefits from a legal warranty of 2 years for any lack of conformity which existed at the time of delivery of the product and which becomes apparent within 2 years of delivery.

This warranty consists of the repair or replacement of the defective products free of charge for the consumer.

However, if repair or replacement proves impossible or disproportionate for the Seller, or would cause serious inconvenience to the consumer, the Seller may offer the consumer an appropriate price reduction or a refund, subject to the return of the defective products by the consumer.

The consumer must notify the Seller of the defect in writing within a maximum of two months from the day on which he discovered it, failing which he loses his right to complain.

Only the invoice, receipt or order form are valid for the consumer as proof of warranty vis-à-vis the Seller. These documents must be kept by the consumer. The warranty period starts on the date of delivery of the product.

This warranty does not apply if the defect is due to misuse, an external cause, poor maintenance, normal wear and tear or any use not in accordance with the manufacturer's or the Seller's instructions.

The customer must back up his data before entrusting a device to the Seller/Service Provider. In the event of damage, theft or loss of a product submitted for repair, the Seller's liability is at all times limited to the sale price of the product. Under no circumstances can the Seller be held liable for the loss or reproduction of data stored on or through electronic devices submitted for repair, except in the event of fraud or gross negligence.

Warranties regarding the services provided

The Service Provider undertakes to perform the services with due care.

With regard to the services provided, the customer benefits from a warranty of conformity with the services initially requested. If a discrepancy is detected within 30 days of performance of the service, the Service Provider shall remedy it free of charge and as soon as possible, provided that the discrepancy is notified to the Service Provider as such. The following are expressly excluded from the warranty of conformity: services requested as a result of an unauthorised intervention or modification, misuse or non-conforming use by the customer, or a deviation caused by the intervention of the customer or a third party.

The Service Provider declares that the results of the services provided which may be protected by intellectual property rights are original creations. If the Service Provider has used third parties to provide all or part of these services, it declares that it has obtained all rights and authorisations necessary for their performance.

Consequently, the Service Provider shall indemnify the customer against any claim, allegation, revendication or opposition by any person invoking an intellectual or industrial property right in respect of all or part of the services provided, or alleging an act of unfair competition.

15. Liability

General. The customer acknowledges and accepts that all obligations of the Seller/Service Provider must be expressly stated and that the Seller/Service Provider is not liable except in the event of fraud or gross negligence. If the customer proves gross negligence on the part of the Seller/Service Provider, the damages the customer may claim are limited to material damage directly resulting from the fault attributed to the Seller/Service Provider, to the exclusion of any other damage. In any event, such damages may not exceed 75% (excluding taxes) of the amount actually paid by the customer under the order.

The customer also acknowledges that the Seller/Service Provider is not liable for any indirect damage caused by the products or services provided, such as loss of income, increased overheads, loss of customers, etc.

These exclusions and limitations do not apply in the event of fraud or wilful misconduct, in the event of bodily injury, nor, where the customer is a consumer, in the event of non-performance of an essential obligation of the contract.

The Seller/Service Provider is not liable if incorrect data were provided by the customer, or if an order is placed by a third party in the customer's name.

Finally, it is up to the customer to find out about any restrictions or customs duties imposed by his country on the products ordered. Consequently, the Seller cannot be held liable if the customer faces any restriction or the payment of additional duties as a result of his country's policy in this respect.

Materials. If the customer imposes on the Seller a particular process, or materials of a particular quality, type or origin, notwithstanding the Seller's written and reasoned reservations, the Seller is released from any liability for defects in the product resulting from the choice of that process or those materials.

16. Internet and new technologies

The customer acknowledges the limitations and risks associated with the use of the Internet or any other means by which the website is made available now or in the future. The customer also acknowledges the risks associated with the digital or electronic storage and transmission of data.

In view of these risks, the customer accepts that the Seller/Service Provider cannot be held liable for damage caused by the use of its website (or any applications) or by the Internet.

The customer accepts, among other things, that the electronic communications exchanged and the backups made by the Seller/Service Provider may serve as evidence.

The parties agree that a quotation, an order form or an agreement may be accepted or signed electronically, in particular by means of a qualified or advanced electronic signature, or of an electronic signature collected through the Seller/Service Provider's client portal, the signatory being identified by his personal account and the document

being sealed with a digital fingerprint kept by the Seller/Service Provider. The parties recognise these forms of signature as having the same value as a handwritten signature.

17. Data protection

The Seller/Service Provider processes its customers' personal data in accordance with Regulation (EU) 2016/679 (GDPR) and its privacy policy published at www.smartclick.be.

Where, in the course of an intervention, the Service Provider accesses personal data on behalf of the customer, it acts as a processor within the meaning of Article 28 GDPR: it processes such data only to carry out the requested intervention and in accordance with the customer's instructions, ensures their confidentiality and security, accesses them only to the extent necessary, notifies the customer of any personal data breach without undue delay, and does not retain them beyond what the intervention requires. Where a specific agreement includes a data protection annex, that annex prevails.

18. Miscellaneous

Force majeure or accident. The Seller/Service Provider cannot be held liable, contractually or extra-contractually, for any temporary or permanent non-performance of its obligations if such non-performance is due to force majeure or accident.

The following are in particular considered cases of force majeure or accident: 1) the loss or total or partial destruction of the Seller/Service Provider's computer system or database, if such an event cannot reasonably be attributed directly to the Seller/Service Provider and if it cannot be shown that the Seller/Service Provider failed to take all reasonable measures that could have prevented it, 2) earthquakes, 3) fires, 4) floods, 5) epidemics, 6) acts of war or terrorism, 7) declared and undeclared strikes, 8) lock-outs, 9) blockades, 10) riots and uprisings, 11) interruption of public utilities (such as electricity), 12) a failure of the Internet connection or of databases, 13) a failure of telecommunications networks, 14) a loss of connection to the Internet or to the telecommunications networks on which the Seller/Service Provider depends, 15) an act or decision of a third party affecting the proper performance of this contract, or 16) any other cause beyond the reasonable control of the Seller/Service Provider.

Hardship. If, as a result of circumstances beyond its control, the Seller/Service Provider can no longer fulfil its obligations or if their performance has become more costly or difficult, the customer and the Seller/Service Provider undertake to renegotiate the contractual terms in good faith within a reasonable period in order to restore the balance. Failing agreement within a reasonable period, either party may terminate the contract and the contractual relationship between the parties without being liable for any damages of any kind.

Suspension and termination. In the event of the customer's insolvency or of unpaid debts, even if they arise from previous agreements between the customer and the Seller/Service Provider, the Seller/Service Provider is entitled to suspend the performance of its obligations until the day on which the customer has paid all outstanding debts in full.

If the customer fails to perform its obligations, the Seller/Service Provider may, after a formal notice that has remained without effect for 15 calendar days, terminate the contract through the customer's fault, without owing any damages. Such termination may, where appropriate, give rise to the payment of damages by the customer to the Seller/Service Provider.

In the event of the customer's bankruptcy, dissolution or liquidation, the Seller/Service Provider may terminate the contract automatically, without formal notice or compensation. All amounts due, including those referred to in the clause "Third-party licences and subscriptions", become immediately payable.

Severability. Unless expressly provided otherwise, the irregularity or invalidity of any clause, paragraph or provision (or of any part thereof) shall not affect the validity of the other clauses, paragraphs or provisions of these General Terms and Conditions, nor the remainder of that clause, paragraph or provision.

Headings. The headings used in these General Terms and Conditions are for reference and convenience only. They do not affect the meaning or scope of the provisions to which they refer.

No waiver. The inaction, negligence or delay of a party in exercising any of its rights or remedies under these General Terms and Conditions shall in no case be construed as a waiver of such right or remedy.

Language. These General Terms and Conditions exist in French, Dutch and English. In the event of any discrepancy between the versions, the French version prevails.

Applicable law and competent courts. These General Terms and Conditions are governed by Belgian law.

In the event of a dispute concerning the validity, interpretation, performance or delivery of the products/services, the parties agree to initiate mediation before resorting to any other means of dispute resolution. This obligation does not apply to the recovery of invoices that were not disputed within the period set out in the clause “Payment”.

Where applicable, the parties shall appoint by mutual agreement a mediator accredited by the Federal Mediation Commission (www.fbc-cfm.be) or have a third party appoint such an accredited mediator. Once the mediator has been appointed, the parties shall agree the terms of the mediation with the mediator. Either party may end the mediation at any time, without prejudice to its other rights.

If mediation fails, the courts of the judicial district of Brussels shall have jurisdiction, without prejudice to the mandatory rules on jurisdiction applicable to consumers. Consumers may also contact the Consumer Mediation Service (www.consumentenombudsdienst.be).