

## 1. Definitions

- 1.1. Agreement:** the collective term for all arrangements related to the Products, Services and/or the Platform between the Customer and Kadonation. The Agreement consists of (i) the Framework Agreement (if relevant); (ii) the Purchase Orders confirmed by Kadonation; and, (iii) these Terms;
- 1.2. Business Day:** Any day – other than Saturday, Sunday or legal holidays in Belgium;
- 1.3. Customer:** every professional entity accessing the Platform, purchasing Products and/or relying on Services of Kadonation;
- 1.4. End-User:** any individual authorized by the Customer to access and use the Platform on behalf of the Customer;
- 1.5. Framework Agreement:** an agreement containing additional terms agreed upon between the Customer and Kadonation related to the purchase of the Products, the Services and/or the Platform for a defined period.
- 1.6. Purchase Order:** A request from the Customer for Products and/or Services documented in the Platform. The request can either be sent (i) directly via the Platform or (ii) to Kadonation, that logs it in the Platform on behalf of the Customer;
- 1.7. Platform:** the Kadonation webshop or the Kadonation Select platform, through which the Customer can (i) purchase Products and/or Services, (ii) create and manage end-users and their roles, (iii) access informational documentation related to the Products and/or Services, and (iv) access the helpdesk;
- 1.8. Services:** All services performed by Kadonation for the Customer related to the Products and/or the Platform, such as but not limited to designing (semi) custom cards/sleeves/boxes and (semi) custom landing pages.
- 1.9. Kadonation:** The public company (NV) “KADONATION”, incorporated under the laws of Belgium, having its registered office at Gordunakaai 61, 9000 Ghent, Belgium, registered under VAT BE-0666.820.362;
- 1.10. Products:** All products offered by Kadonation and purchased by the Customer via a Purchase Order;
- 1.11. Terms:** these Terms and Conditions, the Acceptable Use Policy and the Data Processing Policy;
- 1.12. Website:** <https://www.kadonation.com>;

## 2. Applicability of the Terms

- 2.1.** Unless explicitly agreed otherwise in writing (e.g. in the Framework Agreement), the offering, sale and delivery of all Products and/or Services by Kadonation shall be governed by the present Terms. The Terms shall always take precedence over any terms and conditions of the Customer, which shall not be enforceable against Kadonation, even if the Customer (later) declares them the only valid terms. In the event that explicit preference is given in writing to the terms and conditions of the Customer, the following Terms shall remain valid in a supplementary way. The Terms apply to the entire (contractual) relationship between the Parties, including individual orders or contracts for specific Products and/or Services.
- 2.2.** All transactions between Kadonation and the Customer are governed by (in descending hierarchical order, with the next applying in the absence or non-application of the previous): (i) the Framework Agreement; (ii) the Purchase Orders, (iii) the Terms, and; (iv) Belgian law.

## 3. Purchase Order

- 3.1.** All proposals and quotations of Kadonation, either verbal or in writing: (i) are non-binding, (ii) merely provide an indication of the Platform, the Products, the Services and the fees, and (iii) shall be subject to further negotiations between Kadonation and the Customer. During these negotiations, the proposal or quotation shall continuously evolve. Any changes to a proposal or quotation renders the previous version null and void.
- 3.2.** The weights, measurements, capacities and other details that are included in the Platform or on the Website are only meant to be approximations. These details only bind Kadonation insofar as this is explicitly stated.
- 3.3.** The Customer shall be responsible for the accuracy of any Purchase Order it submits. The Customer shall also be responsible to give Kadonation all necessary information relating to the Products and/or Services within a reasonable period of time to enable Kadonation to perform all individual contracts in accordance with its Terms (e.g. requested type of custom design).
- 3.4.** Kadonation will engage subcontractors for the proper execution of the Purchase Order as it sees fit.

## 4. Cancellation

- 4.1.** In the event of the cancellation of the Purchase Order by the Customer (without this being due to a shortcoming of Kadonation), Kadonation reserves the right to charge lump sum damages amounting to a percentage of the total value of fees (excl. VAT and the voucher value) of the cancelled Agreement, with a minimum of 100,00 EUR, and such without prejudice to Kadonation’s right to compensation for higher proven damage. If the Purchase Order is cancelled:
- Before the start of the production of the Products or the performance of the Services, the cancellation fee is 20%; and
  - After the start of the production of the Products or the performance of the Services (e.g. the design of the custom cards, sleeves or landing pages), the cancellation fee is 80%.
- 4.2.** The same applies when Kadonation cancels the Purchase Order because of shortcomings of the Customer.

## 5. Purchase of Product

### 5.1. Delivery

- 5.1.1.** Kadonation delivers the Products to the Customer as agreed upon in the Agreement. The expected time of delivery of the Products is provided on the Platform but is approximate and not binding. Exceeding the scheduled delivery time can thus not give rise to fines, damages, substitution or termination of the Agreement at the expense of Kadonation.
- 5.1.2.** All Products to be supplied by Kadonation under the Agreement shall be sold and delivered ‘Delivery At Place (DAP) at Customer’s or other appointed location (Incoterms 2020 rules or equivalent under future rules). The foregoing applies even if delivery is handled by Kadonation in which case Kadonation will act as a mandatory of the Customer.
- 5.1.3.** If the Customer refuses the order upon delivery or is negligent in providing assistance to facilitate the delivery at the indicated delivery address, Kadonation is entitled – at the expense and risk of the Customer – to take all reasonable measures in this respect.
- 5.1.4.** Every immaterial Product (e.g. electronic gift voucher) is considered delivered as soon as it is made available to the Customer through the Platform or another agreed upon electronic medium.

### 5.2. Retention of title

**5.2.1.** Kadonation retains the entire ownership of all Products delivered to the Customer for as long as the Customer has not fully paid the price, costs, interests and all other accessories related to purchase of the Products.

### 5.3. Non-conformity and visible defect:

**5.3.1.** The Customer must verify the conformity of the Products upon delivery. If the Product presents a visible/material defect, the Customer must immediately (and no later than two (2) Business Days after the delivery) notify the non-conformity and/or visible defect – at the risk of forfeiture – by e-mail, to the address: [zakelijik@kadonation.com](mailto:zakelijik@kadonation.com). The Customer shall keep the Products with visible defects available for inspection by Kadonation.

**5.3.2.** If the Product is based on a custom design (cfr. **Article 6.2.**), the Customer acknowledges minor variations (e.g. in color) between the Product and the sample/proof of concept are not to be considered a defect or a non-conformity.

### 5.4. Hidden defects

**5.4.1.** The Customer must inform Kadonation of any hidden defect by e-mail to the address [zakelijik@kadonation.com](mailto:zakelijik@kadonation.com) no later than two (2) Business Days after it has/should have been detected, and in any case within twelve (12) months upon delivery, at the risk of forfeiture.

**5.4.2.** Under penalty of disallowance of the complaint, the Customer:

- Must be able to prove that it has ceased the use of the Products immediately after detection of the hidden defect;
- Must be able to prove that the defect was not a result of attempted money laundering and/or credit card fraud with the Products;
- Must be able to prove it has used the Products in accordance with the documentation available on the Platform, the Website and/or the Products; and;
- Shall assist Kadonation as much as possible with its investigation of the complaint.

**5.4.3.** Kadonation shall check and examine the Products and investigate the complaint within ten (10) Business Days of receiving (a sample of) the defective Product. The cost of such examinations shall be payable by Kadonation only to the extent the claim of the defect is found to be legitimate. If the claim is illegitimate, the Customer will reimburse all costs of examination.

**5.4.4.** Kadonation cannot be held liable for, nor does it warrant defects caused by:

- Normal wear and tear, incorrect/improper treatment or maintenance, external influences, force majeure and/or hardship;
- An act of the Customer or a third party, regardless of whether these were caused by a fault or negligence.

**5.4.5.** Physical return of the defective Products requires prior written approval by Kadonation. In absence of its approval, all returned shipments will be refused and the costs arising thereof shall be passed on to the Customer.

## 6. Performance of Services

### 6.1. The Services

**6.1.1.** All obligations of Kadonation regarding its Services are to be considered best-effort obligations. Hence, Kadonation shall always provide the Services with due diligence, with appropriate care and in good faith, and shall carry out the Services to the best of its understanding, skill, insight and ability, as reasonably expected of a professional experienced in services of comparable scope, complexity and size. However, Kadonation does not guarantee a certain result.

**6.1.2.** The Platform of Kadonation is provided to the Customer “AS-IS”. All obligations of Kadonation regarding the Platform are to be considered bare minimum best efforts obligations, as these Services are provided to the Customer at no additional cost.

**6.1.3.** Any complaints concerning Kadonation’s Services shall only be admissible if submitted to Kadonation in writing within a period of two (2) Business Days following the discovery of the problem by the Customer and at the latest within a period of one (1) month following the performance of the Services. Complaints shall always be submitted to Kadonation by e-mail to the address [zakelijik@kadonation.com](mailto:zakelijik@kadonation.com), providing identification of the Services and a detailed justification of the complaint. In the absence of a detailed and/or timely complaint, the Customer shall be deemed to have irrevocably accepted the Services.

**6.1.4.** After the Customer has observed any deficiency or problem, the Customer is obliged to immediately cease the use of the Services and make every reasonable effort – or have every reasonable effort made – to prevent any (further) damage.

**6.1.5.** The Customer shall pay any costs incurred as a result of unjustified complaints.

### 6.2. Custom design

**6.2.1.** Kadonation will provide a sample/proof of concept of the custom design (e.g. cards, sleeves, boxes or webpages) to the Customer, if agreed upon in the Agreement. The Customer must send Kadonation written confirmation with the sample/proof of concept at the latest fifteen (15) Business Days before the requested delivery date. Change requests or refusals must be properly substantiated in writing.

**6.2.2.** The Customer must provide Kadonation with all information/documentation (such as but not limited to logo’s, prior designs, color schemes and messages) and support (deemed necessary by Kadonation) needed to provide the Services or produce the Products. Kadonation is not obligated to verify the accuracy of the information/documentation provided by the Customer.

**6.2.3.** If the Customer request Services related to custom design, Kadonation shall not commence the production of the Products before it received all information, support and/or approvals of the Customer.

## 7. Platform

**7.1.** Kadonation grants the Customer a free, personal, limited, non-exclusive, non-assignable and non-transferable access and use right to the Platform, unless otherwise agreed.

**7.2.** The Customer is entitled to access and use the Platform in accordance with the Terms, and shall use its best endeavors to prevent or terminate any unauthorized access to or use of the Platform. If the Customer discovers such unauthorized access and/or use, it shall notify Kadonation immediately, which is entitled to take all necessary or useful measures to remedy such access and/or use.

**7.3.** In the event of problems with the availability of the Platform, Kadonation undertakes its best effort to solve such issue as soon as reasonably possible without giving any guarantee. In any case and where appropriate, Kadonation shall be free to determine what is to be considered an adequate solution for its Customers in this respect.

**7.4.** Kadonation performs maintenance activities and implements updates of the Platform on a regular basis. Kadonation strives to minimize the impact on the availability of the Platform by performing the maintenance

activities and the updates outside of the business hours (09:00 – 17:00 CET +1) but does not exclude any downtime in this respect.

**7.5.** All documentation provided in the Platform regarding the legislation, regulations, etc. regarding the use of the Products and/or Services is purely informational.

## **8. Prices**

**8.1.** The price of the Products and/or the Services is as stated on the Platform, to the extent applicable. Price calculations or offers are indicative and non-binding until formally accepted by Kadonation. In no event shall prices confirmed by Kadonation for one order be binding for subsequent orders.

**8.2.** The prices exclude transport costs, loading or unloading costs, insurance costs, packaging costs, VAT, levies, import and export duties, etc. (if applicable), unless explicitly stated otherwise in writing.

**8.3.** Kadonation is at all times entitled to update the price of the Products on the Platform.

**8.4.** If the delivery term, the place of delivery, or the circumstances of the delivery change at the request of the Customer, or if the Customer has provided incorrect information to this end, Kadonation is entitled to payment of the additional costs incurred.

**8.5.** If, in the period following the conclusion of the Agreement and before the delivery of the Products, the prices (that are based on the then current level of wage costs, social security and government charges, transport and insurance costs, raw material prices, costs of materials and components, exchange rates and/or other costs) increase or decrease in one or more of these price factors, Kadonation reserves the right to change its prices accordingly and this in accordance with the legally permitted standards.

## **9. Payment**

**9.1.** Kadonation's invoices are payable to Kadonation's designated bank account at the latest on the due date indicated on the relevant invoices. The invoice has been settled when the complete amount stated on the invoice has been received on Kadonation's designated bank account as indicated on the invoice. All fees - unless specifically stated otherwise in the Agreement - do not include VAT or any other levies or taxes.

**9.2.** All invoices from Kadonation are to be paid in the indicated currency. When the payment is done in a different currency, the conversion will be calculated with regards to the highest rate, either at the rate of the invoice date or the date of payment. All bank and exchange costs connected to the collection of the amount will be charged to the Customer.

**9.3.** By ordering the Products and/or Services, the Customer agrees to electronic invoicing by Kadonation.

**9.4.** If the Customer fails to pay in full any invoice by the due date, or fails to pay in full any other payment due to Kadonation under any Agreement between parties and/or these Terms by the due date for payment, then:

- the Customer shall pay interest on the overdue amount at the rate of 10% per year (except if the legal rate of interest is higher, it shall be applied). Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. The Customer shall pay the interest together with the overdue amount; and
- the Customer shall pay Kadonation 5% of the outstanding balance, with a minimum amount of 250,00 EUR for costs associated with a.o. the collection of the amounts due and with the adverse consequence on Kadonation's cash flow, as liquidated damages. The parties confirm that this sum represents a genuine pre-estimate of Kadonation's loss.

This paragraph is without prejudice to Kadonation's right to prove and claim any higher damages.

**9.5.** Late, incomplete or non-payment of one expired invoice will cause all other invoices, for which a particular instalment term has been agreed on, to become immediately payable, without previous notice of default. Interest for late payment is due as from the moment that the non-expired invoices become payable. Liquidated damages may in addition be due in accordance with **Article 8.4** (second paragraph). Partial payments will firstly be deducted from interest due, liquidated damages payments and possible costs and only then from unpaid invoices.

**9.6.** Kadonation is entitled to suspend or postpone its obligations in connection with the Framework Agreement or other current Purchase Orders to the extent that the Customer has not complied with a payment condition or other obligation.

**9.7.** Invoices that are not disputed by registered letter within eight days after their issuing will be considered to have been fully accepted.

**9.8.** Promotional gifts by Kadonation, in any form whatsoever (including, but not limited to fee reductions and discounts), shall only be applicable in accordance with the guidelines and conditions expressly stated in this regard. The Customer acknowledges that such promotional gifts are (i) not cumulative; (ii) personal by nature; and, (iii) can never entail an implied right thereto.

## **10. Liability**

**10.1.** Kadonation's liability shall always be assessed in the light of the best efforts obligation to which Kadonation has committed. The liability of Kadonation is in any case limited to the mandatory liability imposed by law.

**10.2.** Kadonation's liability for the Products is limited to the invoice value of the Products delivered by Kadonation to the Customer, and shall lead to Kadonation's decision (at its sole discretion) to (i) replace the Product; or (ii) credit the invoice amount of the Product.

**10.3.** In the case of inadequate Services, Kadonation's liability is limited – at the option and discretion of Kadonation – to the (renewed) performance of the missing or inadequate Services. If the (renewed) provision of the Services is not (or no longer) possible or reasonable, the Customer is entitled to compensation in light of the damage suffered.

**10.4.** Kadonation cannot accept any claim from the Customer for indemnification for:

- Defects that are caused directly or indirectly by an act of the Customer or a third party, regardless of whether they were caused by a fault, negligence or carelessness;
- Damage caused by all incorrect or inadequate use of the Product and/or Services;
- Damage caused by use of the Products and/or Services incompatible with the legislation and/or regulations applicable to the specific use of the Products and/or Services;
- Damage caused by decisions of the Customer based on the use of the documentation available on the Platform;
- Damage caused by the further use or application by the Customer after a problem has been found;
- Damage caused by force majeure or hardship in accordance with the provisions of **Article 10**; and,
- Indirect and consequential damage, such as, but not limited to, loss of profit, loss of savings, loss of revenue, loss caused by business interruption, damage to third parties.

**10.5.** The Customer assumes the responsibility for the use made of the Products and/or the Services by its end-users, including but not limited to the proper and legal use of the Platform.

**10.6.** The Customer will hold Kadonation harmless against all claims from third parties arising from the incorrect or unlawful use of the Products and/or Services by the Customer or its end-users. It will cover all damages such as compensations or legal costs (including reasonable lawyer's fees) providing that Kadonation has informed the Customer immediately of any claim arising from that matter.

## **11. Force majeure & Hardship**

**11.1.** The following are conventionally considered as cases of force majeure or hardship: all circumstances which were reasonably unforeseeable at the time the Agreement was concluded, are unavoidable, and create (i) the inability on the part of Kadonation to carry out the Agreement, or (ii) make the implementation of the Agreement harder or more difficult than normally anticipated (financially or otherwise). For example (but not limited to): natural disasters, war, (threats of) terrorism, strikes, lock-out, diseases, pandemics, shortage of personnel, organizational conditions, confiscation, fire, breakage of machinery and/or tools, scarcity of (raw) materials, bankruptcy or delays on the part of suppliers or subcontractors.

**11.2.** Cases of force majeure or hardship give Kadonation the right, at Kadonation's option, to either (i) temporarily suspend the performance of its obligations; (ii) review the contractual terms (including those with regard to timeframes, completion deadlines and fees), or; (iii) terminate the Agreement by simple written notification to the Customer, without Kadonation being liable for any damages.

**11.3.** A situation of force majeure that continues beyond three (3) months shall entitle the Customer to terminate the Agreement with immediate effect by simple written notification to Kadonation, without judicial intervention and without any liability on the part of Kadonation.

**11.4.** The Customer shall always be required to pay all fees for Services and Products that have already been performed resp. provided on the date of suspension, revision or termination, and any costs incurred or still to be incurred by Kadonation as a consequence of the suspension, revision or termination.

## **12. Confidentiality**

**12.1.** All information marked as confidential or reasonably to be considered confidential, disclosed by Kadonation to the Customer prior to entering into an Agreement as well as during the Agreement shall be treated by the Customer with the utmost secrecy.

**12.2.** The Customer shall:

- Not use, reproduce, or allocate the confidential information in any manner or for any other purpose than the cooperation between Kadonation and the Customer;
- Not engage in, nor authorize others to engage in, the reverse engineering, disassembly or the decompilation of any of the confidential information;
- Not derive any commercial benefit from the confidential information;

**12.3.** This confidentiality obligation applies during the course of the cooperation between Kadonation and the Customer and will continue to exist for a period of five (5) years starting from the termination of the cooperation for any reason whatsoever.

**12.4.** Kadonation shall remain at any moment the sole owner of its confidential information. Except as expressly set forth herein, nothing in these Terms or the relationship between parties shall grant to the Customer any rights to or interest in the confidential information, and no implied licenses are granted by these Terms.

**12.5.** This confidentiality obligation shall, however, in no event imply that Kadonation shall not be entitled to use and/or commercialize any ideas, input, feedback received from the Customer, which may serve to improve and/or expand the Products and/or Services.

## **13. Intellectual property rights**

**13.1.** All registrations of the trade names/trademark Kadonation, or any other trade name/trademark that includes the name Kadonation, or under which the Products and/or Services are sold, shall be made in the name of Kadonation. The Customer shall not use Kadonation's company name, Kadonation's Products and/or Services names or Kadonation's Products and/or Services trademarks as part of Customer's name or in any manner capable of misrepresenting the relationship between Customer and Kadonation. The Customer shall not alter, remove or tamper with the brands, trademarks, or other means of identification on the Products and/or Services.

**13.2.** The Customer grants Kadonation a license on all intellectual property needed to perform the Agreement (such as but not limited to the information/documentation needed to develop custom designs for the Customer).

**13.3.** The Customer acknowledges the information/documentation provided to Kadonation regarding custom designs (cfr. **Article 6.2**) does not infringe any third party its intellectual property rights, and indemnifies Kadonation for all claims in this regard.

**13.4.** The Customer explicitly acknowledges that Kadonation shall own and retain all (intellectual) property rights with respect to the Products, Services and the Platform (including all custom designs, copies, modifications, extensions and derivative works thereof).

**13.5.** The Customer explicitly authorizes Kadonation to use the Customer's name and/or project as a reference for publicity purposes, such as by publication on the Website. In this regard, the Customer also authorizes Kadonation to use the Customer's name, trademark, logo, etc. Kadonation will inform the Customer thereof at the start of the Agreement and refrain from any publication if the Customer opposes to this in writing.

## **14. Privacy**

### **14.1. Kadonation as controller**

**14.1.1.** The collection by Kadonation of personal data of the (potential) Customer and/or its personnel/staff shall take place in accordance with the provisions of Kadonation's privacy statement. In such event, Kadonation acts as controller. This privacy statement includes information about the personal data collected by Kadonation, as well as the manner in which Kadonation uses and processes this personal data. Kadonation's privacy declaration can be consulted via <https://kadonation.com/nl/client-service/privacy-policy>.

**14.1.2.** By ordering the Products, Services and/or entering into an Agreement with Kadonation, the Customer acknowledges to have read and accepted the privacy declaration.

### **14.2. Kadonation as processor**

**14.2.1.** The Customer acknowledges that – with regard to the processing of all data of the Customer and/or End-User entered and uploaded into the Platform – it shall act as controller and Kadonation as processor. All arrangements made between parties in this respect shall be solely governed by the Data Processing Policy, which can be consulted via attachment.

14.2.2. The Customer acknowledges explicitly that by using the Platform, ordering the Products and/or entering into an Agreement with Kadonation to have read and accepted the Data Processing Policy in its entirety.

#### **15. Changes to the Terms**

**15.1.** Kadonation reserves the right to amend these Terms and the offer and composition of its Services and/or Products at any time. New or amended Terms shall apply from the thirtieth (30<sup>th</sup>) day after they were made known to the Customer (e.g. through a notification on the Website and/or the Platform).

#### **16. Netting**

**16.1.** In accordance with the stipulations of the Law on Financial Collateral dated 15 December 2004, Kadonation and the Customer will automatically and legally compensate and offset each other for all current and future debts.

#### **17. Miscellaneous**

##### **17.1. No waiver**

17.1.1. Any failure or delay by Kadonation in exercising any right under an Agreement and/or these Terms with the Customer, any single or partial exercise of any right under such Agreement and/or these Terms or any partial reaction or absence of reaction by Kadonation in the event of violation by the Customer of one or more provisions of such an Agreement and/or these Terms, shall not operate or be interpreted as a waiver (either express or implied, in whole or in part) of Kadonation's rights under such Agreement, these Terms or under the said provision(s), nor shall it preclude any further exercise of any such rights. Any waiver of a right must be express and in writing. If there has been an express written waiver of a right following a specific failure by Kadonation, this waiver cannot be invoked by the Customer in favor of a new failure, similar to the prior one, or in favor of any other kind of failure.

##### **17.2. Notices**

17.2.1. Any notice to be given under these Terms shall be deemed duly given when sent by e-mail and postage prepaid or courier and addressed to the other party's address. It shall be deemed received three (3) working days after the date of dispatch in the case of e-mails and in the case of postage prepaid or courier on the date of receipt by the other party.

#### **17.3. Divisibility**

17.3.1. If any part or any clause of these Terms is for whatever reason held to be illegal, invalid or unenforceable, such provisions shall be deleted and the remaining parts or clauses shall not be affected and shall remain valid and enforceable as if the invalid or unenforceable parts or clauses were not part of the Terms.

17.3.2. Any such part or clause shall be replaced by a provision that, insofar as legally possible, comes closest to the intention of Parties in the affected part or clause. Parties shall in good faith negotiate and agree a mutually acceptable provision that shall replace the deleted provision.

#### **17.4. Non-transfer**

17.4.1. This Agreement and the rights and obligations ensuing from it for the Customer may not be transferred either directly or indirectly without the written consent of Kadonation.

17.4.2. Kadonation shall have the right to transfer this Agreement and the rights and obligations ensuing from it to a third party. In that case a new agreement between the Customer and the third party shall be concluded with terms and conditions (rights and obligations) identical to those in this Agreement for the remaining term.

#### **18. Jurisdiction and applicable law**

**18.1.** The Parties hereby undertake to apply the CEPANI Mediation Rules to all disputes arising out of or in connection with this Agreement. Should the mediation fail, any disputes arising out of or in relation with this Agreement shall be finally settled under the CEPANI Rules of Arbitration by one or more arbitrators appointed in accordance with those Rules. The seat of the arbitration shall be Ghent. The arbitration shall be conducted in the Dutch or English language.

**18.2.** The present Terms as well as any Agreement between parties, of whatever nature, are governed by and construed in accordance with the laws of Belgium, with exclusion of (i) all conflict of laws rules, (ii) the UN Convention on the International Sale of Goods (1980), and (iii) the NY Convention on the Limitation Period in the International Sale of Goods (1974).

**18.3.** Without prejudice to any other provision of these Terms, any claims by the Customer arising out of or in connection with an Agreement between parties will in any event become time-barred after expiration of one (1) year as from the date of delivery of the relevant Products and/or Services.