

GENERAL TERMS AND CONDITIONS OF SALE

Please read these terms and conditions carefully before using our Services.

Co-Agency is a private company with limited liability under Belgian law. It specialises in communication and advertising services, with specific skills in the health sector.

Scope of Applicability

The present *General Terms and Conditions of Sale* automatically apply to any consultancy, production, promotion or representation work performed by Co-Agency (hereinafter the Services). Therefore they apply to any individual and/or legal entity, which is directly or indirectly linked to Co-Agency and involved in the Services provided by Co-Agency.

Any modification of these *General Terms and Conditions of Sale* during the completion of the Services must be subject to a written amendment signed by the Parties.

Price Quote and Order Confirmations

To avoid any dispute, the Services shall be carried out by Co-Agency after the Parties have agreed on a *Price Quote* in which the essence of the Services or Works are specified.

The deadlines for execution shall also be defined by mutual agreement between the Parties. Unless otherwise agreed in writing between the Parties, all deadlines specified in a *Price Quote* for performance and delivery of the Services are given in good faith but are not guaranteed by Co-Agency.

The acceptance of the result of the Services as defined in the *Price Quote* shall take place at the latest upon receipt of the last invoice from Co-Agency. After this deadline, the Client shall no longer be allowed to dispute the correct completion of the purchased Services or Works.

At the end of the Services, Co-Agency shall inform the Client by e-mail of the completion of the Services.

Client's Obligations

The Client shall provide Co-Agency in due time and with the highest degree of precision with all relevant information and documents useful for the smooth running of the Services.

In the absence of effective collaboration as defined above, Co-Agency shall be released from any liability, including for failure to meet deadlines (mandated by laws, regulations or agreements) while executing administrative formalities related to the Services. The mere failure by the Client to meet the deadlines set is sufficient to discharge Co-Agency from its obligations, notwithstanding the absence of any formal acknowledgement.

The Client guarantees to Co-Agency that all information communicated has been legally and validly collected and processed.

Co-Agency's Obligations

Co-Agency shall carry out the Services in accordance with the deliverables defined with the Client and included in the *Price Quote*.

Co-Agency shall devote the necessary resources and time to carry out the performance entrusted to it in a professional and correct manner, considering the Client's expectations, availability and organisational constraints.

Sub-contractors

If necessary and with the prior agreement of the Client, Co-Agency shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations under this Agreement. Co-Agency shall select third parties carefully but is not responsible for any act or omission resulting from third parties. The Client authorizes Co-Agency to accept on its behalf any limitation of liability imposed by third parties.

Mutual confidentiality and processing of personal data

Each Party retains ownership of the data it shares with the other Party. All information and data received during the execution of the Services shall be treated as confidential by both Parties. In addition, the Parties shall ensure that this obligation is respected, in particular by transmitting all useful instructions and, where appropriate, by having a confidentiality agreement signed by its personnel and/or sub-contractors. This obligation of confidentiality continues for a period of 6 months after the end of the Services.

Co-Agency shall keep confidential all information related to the Client. The obligations of confidentiality remain in force 1 year after the completion of the Services, except when:

- a) the information / data is already known to Co-Agency prior to the date of the Agreement,
- b) the information / data is legally received from one or more third Parties or independently collected by Co-Agency,
- c) the information / data is (publicly) known or becomes known,
- d) the disclosure of the information / data is not the result of a procedure or negligence by Co-Agency.

Co-Agency is no longer bound by this confidentiality agreement if ordered by law, a decision of a judge or any other legal authority.

When processing personal data, Co-Agency takes into consideration all relevant legal provisions. Co-Agency makes its *General Data Protection Regulations (GDPR)* available which aims to set the general framework applicable to such processing and to determine the respective rights, obligations and responsibilities of Co-Agency and the Client. This regulation has been drafted in accordance with the provisions of *Regulation (EU) 2016/679 of 27 April 2016 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data.*

Prices and Terms of Payment

The prices invoiced shall be those indicated in the *Price Quote*. Co-Agency shall be entitled to make an adjustment to any quoted prices if additional costs are incurred.

All prices mentioned are exclusive of VAT.

Co-Agency shall invoice the Clients upon confirmation by the Client of the acceptance of the deliverable defined in the *Price Quote*.

Any deposit paid by Co-Agency for orders of material within the framework of the Services shall be charged in advance at the time of purchase.

Any invoice is deemed to be accepted by the Client unless a written complaint is made within 7 days of the invoice date. Each invoice is payable within 30 calendar days from the invoice date. In the event of default in payment by the Client, Co-Agency shall be entitled, without prejudice to any of its other rights or remedies, to suspend any further performance of the Services without notice and to charge interest on any amount outstanding from the due date to the date of payment at the rate of 10% per year, as well as 2,5% administrative costs, with a minimum amount of € 75. If Co-Agency must take legal for an outstanding invoice, all unpaid invoices also become immediately payable.

If the Client fails to pay any invoice within 15 calendar days of the due date of payment, Co-Agency shall automatically terminate the Agreement at the Client's expense.

Rights In Products, Documentation And Intellectual Property

Co-Agency retains ownership and possession of, and all rights (including all Intellectual Property Rights) in and to, any original character design, idea or concept presented or created by Co-Agency in relation to this Agreement or accompanying a *Price Quote*, unless otherwise agreed in writing by the parties.

All title and Intellectual Property Rights in and to the Works (excluding Co-Agency Intellectual Property), shall pass to the Client only upon the Client paying to Co-Agency all sums due and payable under this Agreement.

To the extent required, the parties may agree on terms for the licence of Co-Agency's Intellectual Property (or any part of it) incorporated into the Works, to enable the Client to receive the benefit of the Works.

Early termination of the business relationship

Except where otherwise stated in a *Price Quote* or separate contract for Services, these Terms and Conditions shall expire on completion of the Services to be provided pursuant to them.

This Agreement (and any Services to be provided under it) may only be cancelled with the written consent of Co-Agency and in accordance with these Terms and Conditions (and where applicable, the terms and conditions of any subsequent Contract for Services). The giving of consent shall not in any way prejudice Co-Agency's right to recover from the Client full compensation for any loss or expense arising from such cancellation of this Agreement.

Bankruptcy, dissolution or voluntary or judicial liquidation of one of the Parties shall entitle the other Party to immediately terminate the business relationship without being liable to pay any compensation.

In the event of cancellation or interruption of the Agreement by the Client for any other reason as below:

- In the case of a call for tender or pitch: if the cancellation occurs while the pitch was awarded to Co-Agency, a minimum amount of 2 500 € or the amount of hours worked up to the date of interruption shall be charged as compensation. Any work started shall be handed over to the Client.
- In the case of an Agreement signed and interrupted by the Client during the completion of the Services: Co-Agency shall be entitled to charge the Client the amount of hours already worked on the project as well as the raw materials ordered. In addition, Co-Agency shall be entitled to charge an amount for the licence of Co-Agency's Intellectual Property (unless otherwise agreed, a fixed price of 5 000 € shall be applied).

Applicable law

The law applicable to these terms is the law of Belgium and the courts of the Brussels shall have exclusive jurisdiction in case of any dispute. The French version of these Terms and Conditions will be deemed the authentic one.

* *
*

Last update 01/10/2020. © Co-Agency. All rights reserved.