

## TERMS AND CONDITIONS – IDEST Communication SA, Brussels

### Article 1. Offers

Our offers, quotes and all accompanying documents are the sole property of Idest and cannot be copied, communicated to a third party or executed without our written approval.

A person who makes an order acknowledges his or her full and personal commitment or authority to make a valid commitment.

Our offers are valid for a period of three months.

Unless otherwise agreed, offers which are not accepted within this period are null and void.

### Article 2. Orders

Orders are carried out only when:

- our offer has been accepted and, when previously agreed, a down payment has been received;
- we have received all information, technical or otherwise, needed to carry out the work.

The client does not have the right to postpone or cancel an order.

Nevertheless, if an order must be cancelled, an invoice will be sent, at the very least and subject to all other damages, for the work finished up to that point in terms of quantity and hours, and for all other related tasks already carried out.

### Article 3. Terms of payment and invoices

All invoices are payable to Idest within 30 days from the end of the month.

Idest reserves the right to charge a yearly interest rate of 12% for all invoices which are not paid before the due date, immediately and without formal demand.

Without prejudice to interest, the non-payment of an invoice in full before the due date will incur additional, conventional and fixed fees equivalent to 10% of the unpaid amount, with a minimum fee of € 40.

### Article 4. Choice of residence

The order form or acceptance of our offer implies choice of residence at the address provided by the client.

With regard to claims, interest charges and conventional fees, the client shall not take advantage of the non-receipt of invoices following a change of address which was not communicated to us in writing.

### Article 5. Claims

In order to be considered valid, any refusal or claim must be justified in writing and sent to us by registered post within eight days after the client has received the work, and at the latest, within eight days after invoicing.

The absence of a dispute formulated as described in the present article implies the unconditional and irrevocable acceptance of the work delivered, the services provided and the invoice.

The non-delivery of part of the work ordered does not give the client the right to refuse all of the work and/or refuse to pay for the work delivered.

Deadlines are provided for information only. Possible delays are in no case grounds for the cancellation of an order, and do not incur fees, penalties or compensation of any kind.

### Article 6. Jurisdiction

Any disagreement between a client and Idest falls exclusively within the jurisdiction of the District Court of Nivelles, and in certain cases, within that of the Justice of the Peace of the District of Wavre, regardless of where the obligations were fulfilled or the contracts were signed, and/or regardless of the place of residence of the parties. Making or accepting payments shall not be deemed to affect the present jurisdiction clause.

### Article 7. Terms and conditions of our clients

We formally refuse to recognise any of our clients' terms and conditions which have not been expressly accepted by us.

### Article 8. Responsibilities

Clients are entirely responsible for the possible consequences ensuing from the publication or distribution of texts which they have ordered to be written or translated by Idest.

### Article 9. Acceptance

All of the aforementioned conditions are considered to be unconditionally and unreservedly accepted once the order form has been signed or the invoice has been accepted.

### **IDEST Communication SA**

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