

GENERAL SALES TERMS AND CONDITIONS

VirtualWalk

Version of 12/10/2023

The purpose of these general terms and conditions is to regulate the contractual relationship between the customer and Mr De Schryver Benoît, a self-employed individual operating under the name VirtualWalk, whose company is located at Rue Jean-Baptiste Loriaux 12, 6210 Les Bons Villers, and registered with the Banque-Carrefour des Entreprises under number BE0822.370.057 ;

Hereinafter referred to as the "Company";
The term "Customer" refers to any individual or company using the Company's services or purchasing/renting the Company's products.

Article 1 - General information

§.1 The purpose of these terms and conditions is to regulate the contractual relationship between the Customer and the Company.

§.2 The company operates in the field of services concerning the purchase, sale, rental, assembly, transport and delivery, as well as the repair of all computer hardware, software, accessories and all office automation products; the provision of all IT services, in particular maintenance, installation, troubleshooting, assistance, training, digitization, data recovery, audits, consulting (business, technical and strategic analysis); design and production of Internet sites and hosting, software production; software development, creation of Internet sites and management of hosting, drafting of documentation (following analyses), multimedia services (for events) (audio, video, lighting, etc.), hereinafter referred to as the "Services"..), hereinafter referred to as the "Services".

§.3 These terms and conditions are also applicable to all services not covered above and performed by the company in the course of its business.

§.4 These general terms and conditions prevail over any

other general terms and conditions. They may be modified at any time by the Company, subject to prompt notification to the Customer. The new version of the general terms and conditions will only apply to contracts concluded after their entry into force.

§.5 The Customer is bound by these terms and conditions as soon as signature on the quotation is given as mentioned in article 2 or upon completion of the advance payment as requested by the Company, in accordance with article 5. The Customer is presumed to have read and understood these terms and conditions. In the event of validation of the quotation by electronic means, the customer is bound by these general terms and conditions as soon as agreement is transmitted to the company by electronic means or confirmed by the company in writing, in any form whatsoever.

Article 2 - Quotations, prices and contractual documents

§.1 In any case, the customer may refer to the list of standard rates which can be found on the Company's website, or which can be sent on request to find out the cost of a service. Failing this, a prior discussion is necessary between the Company and the Customer. At the end of this exchange, the Company issues a quotation for the service(s) requested and/or for the product(s) to be delivered. This quotation is valid for 30 calendar days.

§.2 Any modification to the quotation formulated by the Customer, will lead to an update of it, possibly with revised prices for the mentioned service(s). This is already covered in article 8 § 3.

§.3 Prices are subject to change for reasons beyond the Company's control. In the event of a price variation, imposed by the supplier in the event of a variation in the price of raw materials, the Customer will be duly informed.

§.4 Prices for equipment rental are based on a standard price list and vary according to the type and duration of the rental. Prices are communicated to the customer in the following ways: website, quotation, e-mail communication.

§.5 The customer's agreement to the content of the quotation may be given: (i) by signature on the quotation accompanied by the handwritten words "read and agreed" and the date of signature; (ii) by confirmation sent by e-mail.

§.6 In any case, the quotation can be returned signed by mail or e-mail, provided that the customer's consent is clearly visible, identifiable and unequivocal.

§.7 If the quotation has been issued by the Company by electronic communication, the Customer expressly accepts that this exchange constitutes the contractual relationship and may be used as proof of its existence.

Article 3 - Discounts

§.1 Discounts and rebates may be granted to the Customer. Where applicable, this will be explicitly stated on the order form. These discounts or rebates in no way constitute a right on the part of the customer. They are granted taking into account the professional relationship existing between the Company and the customer and/or the quantities of products ordered. These discounts or rebates are, moreover, strictly linked to the order concerned and cannot, under any circumstances, be generalized.

Article 4 - Service specificities

§.1 Any information noted by the Company at the time of the visit of the latter on the premises concerned by the Services, but not communicated by the Customer, is likely to lead to a modification of the quotation mentioned in article 2.

§.2 In order to enable efficient and optimal performance of the Services, the Customer undertakes: (i) to make available to the Company the information and documents necessary for the proper performance of the said Services; (ii) to allow access to all installations, equipment and premises concerned by the Services; (iii) to allow the delegation of all or part of the Services to third parties to the contract covered by these general terms and conditions, after specific information has been provided by the Company.

§.3 Services performed during service periods that are considered to be unusual, may give rise to additional invoicing compared to the estimate initially submitted. These supplements are invoiced when the Service is performed at an unusual time at the express request of the Customer. No extra charge is made when the Service is performed at an unusual time on the Company's initiative.

§.4 If the Services performed for the Customer by the Company require regular monitoring, the Company will inform the Customer of the possibility of entering into a maintenance contract with the Company. Such maintenance services (troubleshooting, support, installation, etc.) are under no circumstances included

in the price of the Services and are subject to a separate quotation. Subscription to a preventive maintenance contract does not commit the Company to any malfunction of the equipment maintained during the period of validity of the contract.

§.5 For all system reinstallation services of operating system and/or software, the Customer undertakes to provide the necessary original software media (cd-rom, dvd-rom, serial numbers, valid licenses, etc.). The Company is not obliged to check the validity of these licenses and may in no case be held responsible for the operation of unlicensed software.

§.6 The Customer is also informed that all costs related to the performance of the Company's home services, including but not limited to the cost of electricity, Internet connection and wear and tear on computer consumables caused by the Company's manipulations, are and remain at the Customer's expense.

§.7 The Company reserves the right not to provide the service requested if the conditions defined by the Customer are likely to endanger the safety of its employees or compromise the integrity of the Company's equipment, or are unsuitable.

Article 5 - Sale of Products

§.1 Any purchase made from the Company implies acceptance of these terms and conditions by the Customer.

§.2 Payment for Products must be made at the time of purchase, unless otherwise specified on any order form.

Article 6 - Payment of Services

§.1 The Company's Services may be invoiced on the basis of an hourly rate, or a fixed price mentioned in the quotation given to the Customer.

§.2 The Company reserves the right to request either a deposit or full payment in advance of the Services to be performed, at the latest on the date of the first Service. Where applicable, advance payment is explicitly included in the quotation as mentioned in article 2.

§.3 As soon as payment is made by the Customer, the Customer is presumed to have agreed to the quotation, under the same conditions as those set out in article 2.

§.4 In addition to the application of the first paragraph, Invoices are payable within 30 days of their date of issue.

§.5 The invoice is sent by post or email by the Company to the Customer. If the quotation is sent by e-mail, it is sent to the e-mail address communicated by the Customer when the quotation is signed. Under no circumstances shall the Company be held liable if the e-mail address communicated by the Customer is incorrect.

§.6 In addition, in the event of a change in the e-mail address of the customer, the Customer must inform the Company immediately. No additional payment period will be granted to a Customer who has failed to notify the Company of a change in the e-mail address used to send the invoice(s).

§.7 In addition to the above, any invoice not paid on time within thirty days of its date, the amount of the invoice will be increased by a fixed and irreducible penalty clause of 12% per annum. In the event of non-payment of the invoice within thirty days of its date, the amount of the invoice will be increased by 10%, with a minimum of €100.00, as a conventional, fixed and irreducible penalty clause.

§.8 The transfer of ownership of the product sold is not effective until upon full payment. Prior to this, the product remains the full property of the Company, even in the event of partial payment by the Customer.

Article 7 - Installation

§.1 The Customer shall ensure that the premises in which the services or installation take place are safe and easy to access prior to the delivery of services.

If the premises are locked, the Company must be in possession of the key. The Company is in no way liable for any delay in the performance of the Services or Installations due to accessibility to the site.

§.2 As soon as the components required for the services/installations are delivered at the place of supply, the risks affecting the goods are borne by the customer for the duration of their presence on the premises. In the event of theft or damage, the Customer alone shall bear the cost of replacing these items and goods. Furthermore, in the case of leased equipment, the Customer shall bear all risks of loss, theft or damage to the leased goods (with the exception of normal wear and tear), as well as any related costs. The Company reserves the right to claim compensation from the Customer based on the actual cost of repairing or replacing the rented equipment.

Article 8 - Deadlines

§.1 At the Customer's request, the Company will specify a deadline for completion of the desired Services. This period begins on the date of receipt of the

deposit mentioned in article 6. This deadline is given as an indication only and may be extended for reasons beyond the Company's control (e.g. illness, accident, force majeure, technical and/or IT problems).

§.2 In such a case, the Company is not liable in any way to the

Customer of any payment to compensate for the delay.

§.3 Any delay attributable to the Customer will result in longer lead times.

Article 9 - Delivery

§.1 Products ordered and/or rented by the Customer can be delivered by the Company itself. The Company reserves the right to invoice the Customer for delivery costs. As soon as the products are handed over to the Customer, the latter becomes responsible for them and assumes all risks.

§.2 The Company may arrange for delivery of the products ordered and/or rented to the customer via a third-party carrier. A lump sum covering delivery costs is added to the order amount. Under no circumstances may the Company be held liable for transport carried out by the third-party carrier. The risks associated with the carrier are borne solely by the carrier, as soon as the Order to be delivered has been deposited with the carrier. Where applicable, in the event of damage to the goods ordered due to transport and for reasons not attributable to the Company, the latter may agree with the Customer to replace the Order. Replacement lead times are identical to the initial order delivery lead times, as mentioned above.

§.3 When the Customer collects his Order in person from the Company, the risks associated with transport are borne by the Customer as soon as he takes possession of his Order.

§.4 The delivery times mentioned on the quotation or order form are given for information only. They are in no way binding on the Company. In the event of delivery after this date, the Customer does not benefit from the possibility of considering the sale null and void.

Article 10 - Obligation of means

§.1 The Company is only bound by an obligation of means

unless expressly stipulated otherwise. The Company undertakes to do everything in its power to carry out the Service or the Order. However, the Company is not obliged to use resources that are disproportionate to the objective to be achieved.

Article 11 - Limitation of liability

§.1 The Company cannot be held responsible in the event of a virus or any other element affecting the customer's computer equipment or due to the actions of third parties.

§.2 The Company makes every effort to guarantee the delivery of quality products. Under no circumstances may the Company be held liable for defects resulting from the action of a third party.

§.3 The Company is in no way responsible for non-performance of the sale or delivery of products or cancellation or postponement of the Service for reasons beyond its control and/or force majeure, such as total or partial strikes by third parties to the relationship, natural disasters, (risk of) terrorist attacks, disruptions, strikes by public services of all kinds, or other similar events.

§.4 The Company is in no way responsible for damage caused to the Customer or to third parties as a result of improper use of the product purchased or leased. The Customer is expected to use the product in accordance with its instructions or, failing that, in a responsible manner. Any other use is the sole and exclusive responsibility of the Customer. The Customer may not, under any circumstances, engage in the commercial activity of reselling or renting the products purchased. The Company's activity is aimed solely at consumers or professionals for their own use.

§.5 The Customer acknowledges having been informed of the risks inherent in any computer manipulation. The Customer is informed that the Company's services may result in a breach of the warranty provided by the manufacturer or distributor from whom he purchased his computer equipment. It is also the sole responsibility of the Customer to make a backup of his/her data prior to any intervention.

§.6 In any event, the Company shall not be held liable for any direct or indirect consequences resulting from the malfunction or non-operation of the Customer's equipment, including - but not limited to - any loss of data, non-compliance, incompatibility, malfunction or deterioration, whether or not as a result of its intervention. Under no circumstances, and whatever the service requested, can the Company be held responsible for damage to equipment and/or total or partial loss of the Customer's computer data, whatever the reason.

§.7 The Company may only perform the Services provided that the Customer has transmitted all the elements necessary for the performance of the Services and has not omitted to transmit any information likely to influence the result of the Services.

§.8 The Company has taken out liability insurance for the use of the rented equipment. This insurance does not cover the Customer's liability for any damage to property or personal injury that may occur during the rental period. The customer is therefore solely responsible for any consequences arising from the use of the rented equipment.

§.9 In the event of non-use of the rented equipment by the Customer, and for any reason whatsoever, the Company shall not be held liable in any way, and no claim for reimbursement may be made against it.

§.10 The Company also reserves the right to impose on the Customer to take out insurance to cover rental equipment.

§.11 The Company is not responsible for the content of sites and the content of the applications it has developed on behalf of the Customer. As it has no control over the content placed online (editorial, graphic or commercial), the Company cannot, under any circumstances, be held liable as a result of actions or recourse by third parties, in particular as a result of: (i) information, images, sounds, texts, videos, and generally, all multimedia documents contrary to the laws and regulations in force, contained and/or distributed on the Customer's site or via the application developed on behalf of the Customer. The Customer guarantees the Company against any claim or recourse by a third party against the Company on such grounds.

§.12 In all cases, the Company is only liable for serious misconduct on his part. The amount of his liability is limited to the amount of the quotation accepted by the Customer.

§.13 Nor is the company responsible for every damage caused to the Customer as a result of website hosting problems.

Article 12 - Warranty

§.1 The 2-year legal warranty applies to contents, parts and accessories, digital products and services provided by the Company. Products sold second-hand are subject to a 1-year warranty.

§.2 The legal warranty applies exclusively to conformity defects existing at the time of delivery, excluding: (i) any direct or indirect damage caused to the product after delivery; (ii) any replacement of components or accessories which require regular replacement; (iii) any damage resulting from fire, water damage, lightning, accident or any other natural disaster; (iv) any defect caused expressly or by negligence, poor maintenance or abnormal use; (v) any

damage resulting from commercial, professional or collective use.

§.3 Any lack of conformity must be reported to the Company within 2 months of its discovery. Failing this, the legal warranty no longer applies.

Article 13 - Compensation in the event of cancellation

§.1 Any Service commenced and subject to a cancellation by the Customer is due up to the amount of the Services previously performed.

§.2 In the event of cancellation of an Event on the site requested by the the customer, and this through the customer's own free will, the customer will be liable to pay an indemnity of 50% of the value of the Order one week before the service, 75% the day before the Service. This indemnity may be demanded by the Company without prior notice.

§.3 In the event of cancellation of the Order by the Company, due to for reasons beyond its control (disappearance of the product ordered, bankruptcy of a supplier, for example and without being exhaustive), the Company undertakes to offer an equivalent product to the Customer. The latter is free to accept or refuse.

§.4 The Company reserves the right to cancel or refuse any order that would be contrary to public order and morality.

Article 14 - Confidentiality

§.1 Confidential data relating to the Customer or the Company, collected in any way whatsoever and mainly by e-mail exchanges, oral exchanges, as well as any future information, is intended solely for the execution of the contract and for communications between the parties. They will not be communicated or transferred to third parties without the consent of the parties.

§.2 Both the Company and the Customer are bound by the confidentiality of information and to use it only insofar as it is strictly necessary for the fulfilment of their respective obligations.

§.3 In the event of non-compliance with this principle of confidentiality, either the Company or the Customer, may claim compensation for the loss suffered from the other party.

Article 15 - Intellectual property

§.1 The entire content of the Company's website is the property of the Company. This content is protected by copyright. As such, they may not be copied, reproduced or used for purposes other than those

which may be attributed to the Customer, without the authorization of the Company, owner of the website.

§.2 The Company cannot guarantee site compatibility with any hardware or software used by the Customer.

§.3 All elements produced by the Company and delivered to the Customer are subject to legislation governing intellectual property and, more specifically, copyright. The Company expressly authorizes the Customer to make use of them within the scope and limits of the Services and for purposes related to the performance thereof. Any other use, including but not limited to reproduction or communication to third parties, is subject to the express authorization of the Company, which may, where applicable, demand payment of copyright fees.

§.4 Intellectual rights to all elements and all Services performed are and remain the property of the Company.

§.5 In view of the preceding paragraph, the Customer may not,

under no circumstances modify the Services unless expressly agreed by the Company in the offer or, subsequently, in writing. In the event of unauthorized modification, the Company is entitled to claim copyright and, where applicable, damages. Under no circumstances may the Company be held liable for any modification made by the Customer.

§.6 Under no circumstances may the Customer object to the mention of the Company's contact details on the Services.

Article 16 - Personal data

§.1 All personal data concerning the Customer as defined by the European Data Protection Regulation 2016/679 (RGPD) is processed in compliance with this Regulation. This data is processed and stored solely for the proper performance of the contractual relationship between the parties and is not, under any circumstances, transmitted to third parties for any other purpose.

§.2 The data kept by the Company is as follows: surname, first name, address, e-mail address, telephone number, bank account, VAT number, company number.

§.3 The Customer has the option of: (i) objecting, on

(ii) access, free of charge, the data concerning him/her held by the Company and obtain the rectification of any data that is incomplete, inaccurate or irrelevant; (iii) request the deletion of data concerning him/her from the Company, provided that the Company is not obliged to retain the data by virtue of a legal obligation; (iv)

request the portability of his/her data held by the Company to a third party; (v) withdraw, where appropriate, at any time, his/her consent to the processing of data based solely on consent.

§.4 Any request concerning the above must be sent in writing to the Company's head office by post, or by email to ben.de.schryver@gmail.com.

§.5 The Company may disclose information to third parties at the request of any authority legally authorized to make such a request. The Company may also disclose them if such disclosure is required, in good faith, to comply with laws and regulations, or to protect or defend its rights or property.

Article 17 - Gathering testimonies

§.1 The Services performed by the Company on behalf of the

Customer data may be used anonymously by the Company at any time for reference purposes. The Company undertakes to obtain the customer's consent for references with explicit mention of the customer's data.

§.2 The Company may request the Customer to provide a

testimony, written, oral or visual, on the realization of the Services and their effect on a personal basis. The Customer remains free at any time to refuse to give such a testimonial. In the event of acceptance, the Company will ask the Customer to give its formal agreement in writing. Testimonials collected by the Company may be used for documentary or reference purposes.

Article 18 - Complaints

§.1 Any claim whatsoever by the Customer, except for those referred to in an article, must be made in writing and postmarked no later than 7 days after the occurrence of the event giving rise to the claim. The Company undertakes to do its utmost to find an amicable solution that is acceptable to all parties. Insofar as a claim is made by the Customer within the aforementioned time limits, and insofar as the Company accepts it, the amount claimed will be limited to the value of the Products or Services concerned.

Article 19 - Invalidity

§.1 The invalidity of any clause in these general terms and conditions shall not affect the validity of these general terms and conditions as a whole. If a clause is rendered null and void, the parties undertake to conclude a clause with similar effect and to insert it in the present general terms and conditions.

Article 20 - Application of Belgian law

§.1 These general terms and conditions, as well as any dispute concerning the validity, interpretation or execution of these terms and conditions shall be governed by Belgian law.

Article 21 - Settlement of disputes and competent courts

§.1 In the event of a dispute, mediation between the Company and the Customer is preferred. To this end, the parties undertake to take part in at least one mediation meeting organized by a mediator approved by the Federal Mediation Commission. If, after this meeting, no agreement seems possible, the competent courts are those of the judicial district of the Company's head office.