



GENERAL TERMS AND CONDITIONS OF SALE

VirtualWalk

Version dated August 27, 2026

These General Terms and Conditions are intended to govern the contractual relationship between the Customer and NOVEVO SRL, a company incorporated under Belgian law with its registered office at 12 Rue Jean-Baptiste Loriaux, 6210 Les Bons Villers, and registered with the Crossroads Bank for Enterprises under number BE1020.259.262, conducting business under the trade name VirtualWalk;

hereinafter referred to as the “Company”;

The term “Customer” refers to any person, whether an individual or a business, who uses the Company’s services or purchases or rents the Company’s products.

Article 1 - General Provisions

§.1 These General Terms and Conditions are intended to govern the contractual relationship between the Customer and the Company.

§.2 The Company operates in the field of services related to the purchase, sale, rental, assembly, transportation, and delivery, as well as the repair of all computer hardware, software, accessories, and office equipment; the provision of all IT-related services, including maintenance, installation, troubleshooting, support, training, digitization, data recovery, audits, and consulting (business, technical, and strategic analysis); the design and development of websites, as well as web hosting and software development; the creation of websites, as well as the management of web hosting; the drafting of documentation (following analyses conducted); and multimedia services (for events) (audio, video, lighting, etc.), hereinafter referred to as the “Services.”

§.3 These General Terms and Conditions also applicable to any service not listed above and provided by the company as part of its business activities.

§.4 These General Terms and Conditions take precedence over any other general terms and conditions. They may be modified at any time by the Company, provided the Client is notified as soon as possible. The new version of the general terms and conditions shall apply only to contracts entered into after their effective date.

§.5 The Customer is bound by these general terms and conditions upon signing the quote as specified in Article 2 or upon making the advance payment as requested by the Company, in accordance with Article 5. The Client is presumed to have read and understood them. In the event that the quote is accepted electronically, the Customer is bound by these general terms and conditions as soon as the acceptance is transmitted to the Company electronically or confirmed by the Company in writing, in any form whatsoever.

Article 2 - Quote, Prices, and Contractual Documents

§.1 In any event, the Customer may refer to the list of

standard rates available on the Company’s website or provided upon request to determine the cost of a service. Otherwise, a preliminary discussion between the Company and the Customer is required. Following this discussion, the Company will provide a quote for the requested service(s) and/or product(s) to be delivered. This quote is valid for 30 calendar days.

§.2 Any changes requested by the Customer after the quote, will result in a revision of the quote and, if applicable, of the cost of the service(s) and/or product(s). This is already covered in Article 8, Section 3

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

§.4 Equipment rental prices are based on a predefined price list and vary depending on the type and duration of the rental. Prices are communicated to the Customer as follows: website, quote, and email.

§.5 The Customer’s acceptance of the quote’s terms may be given: (i) by signing the quote and handwriting “Agreed” along with the date of signature; (ii) by confirmation sent via email.

§.6 In any case, the quote may be returned signed by regular mail or by email, provided that the Customer’s consent is clearly, identifiably, and unambiguously stated therein.

§.7 If the quote was issued by the Company via electronic means, including via email, the Client expressly agrees that this exchange constitutes the contractual relationship and may serve as proof of its existence.

Article 3 - Discounts

§.1 Discounts or rebates may be granted to the Customer. Where applicable, an explicit statement to this effect is included on the purchase order. These discounts or rebates do not in any way constitute a right on the part of the Customer. They are granted in light of the existing business relationship between the Company and the Customer and/or the quantities of products ordered. Furthermore, these discounts or rebates are strictly tied to the order in question and may not, under any circumstances, be applied generally.

Article 4 - Specifics Regarding Services

§.1 Any information noted by the Company during its visit to the premises concerned by the Services, but not disclosed by the Client, may result in a modification of the estimate referred to in Article 2.

§.2 In order to ensure the efficient and optimal performance of the Services, the Client agrees: (i) to provide the Company with the information and documents necessary for the proper performance of said Services; (ii) to grant access to all facilities, equipment, and locations related to the Services; (iii) to permit the delegation of all or part of the Services to third parties under the contract governed by these general terms and conditions, provided that the Company has specifically notified the Client in advance.

§.3 Certain Services performed during periods considered unusual may result in an additional charge beyond the amount stated in the initial quote. These additional charges are billed when the Service is performed during an unusual period at the Client’s express request. No additional charge is applied when the Service is performed during an unusual period at the Company’s initiative.

§.4 If the Services provided to the Client by the Company require regular monitoring, the Company will inform the Client of the option to enter into a maintenance contract with the Company. Such maintenance services (repairs, support, installation, etc.) are in no way included in the price of the

Services and are subject to a separate quote. Entering into a preventive maintenance contract does not bind the Company to address any malfunctions of the maintained equipment that occur during the contract's term.

§.5 For any system reinstallation service and/or software, the Customer agrees to provide the necessary original software media (CD-ROMs, DVD-ROMs, serial numbers, valid licenses, etc.). The Company is not required to verify the validity of these licenses and shall in no event be held liable for the operation of such unlicensed software.

§.6 The Customer is also informed that all costs associated with the Company's on-site services—including, but not limited to, electricity costs, Internet connection fees, and wear and tear on computer consumables resulting from the Company's work—are and shall remain the responsibility of the Customer.

§.7 If the Company determines that the working conditions at the service location specified by the Client are likely to endanger the safety of its employee or compromise the integrity of the Company's equipment, or are otherwise unsuitable, the Company reserves the right to refuse to provide the requested service.

Article 5 - Sale of Products

§.1 Any purchase made from the Company implies the Customer's acceptance of these general terms and conditions of sale.

§.2 Payment for Product purchases is due in cash at the time the time the order is placed, unless otherwise specified on any purchase order that may be issued.

Article 6 – Payment for Services

§.1 The Company's Services may be billed an hourly rate or a flat fee specified in the quote provided to the Customer.

§.2 The Company reserves the right to request, depending on the specific nature of the services, either a deposit or full advance payment for the Services to be performed, no later than the date of the first Service. Where applicable, the advance payment is explicitly stated in the estimate as mentioned in Article 2.

§.3 Once payment is made by the Client, the Client is deemed to have agreed to the quotation, under the same conditions as those set forth in Article 2.

§.4 In addition to the provisions of the first paragraph of this article, invoices are payable within 30 days of their date of issuance.

§.5 The invoice is sent by mail or email by the Company to the Customer. If sent by email, it is sent to the email address provided by the Customer upon signing the quote. Under no circumstances is the Company liable if the email address provided by the Customer is incorrect.

§.6 Furthermore, in the event of a change to the email address, the Customer is required to notify the Company immediately. No additional payment extension will be granted to a Customer who has failed to provide the updated email address for sending the invoice(s).

§.7 In addition to the foregoing, any invoice not paid by the will automatically accrue interest at a rate of 12% per year. In the event of non-payment of the invoice within thirty days of its date, the invoice amount will be increased by 10%, with a minimum of €100.00, as a contractual, lump-sum, and non-reducible penalty clause.

§.8 Transfer of ownership of the sold product does not take effect

until full payment has been made. Prior to such payment, 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 location where the services or installations are to be performed is clear and easily accessible prior to the commencement of said Services. If the location is locked, the Company must be in possession of the key. The Company shall in no event be liable for any delay in the performance of the Services or Installations due to issues with accessibility to the work site.

§.2 Upon delivery of the items necessary for the services or installations to the work site, the Customer is responsible for the equipment while it is in the Customer's custody and is liable for any damage, except for damage resulting from the fault of the Company or its agents. In the event of theft or damage, the Customer is solely responsible for the costs of replacing such items and goods. Furthermore, in the case of rented equipment, the Customer shall bear all risks of loss, theft, or damage to the rented property (except for 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 required to repair or replace the rented equipment.

Article 8 - Completion Deadlines

§.1 Upon the Customer's request, the Company shall specify a timeframe for

the completion of the requested Services. This timeframe shall not begin until the date of receipt of the down payment referred to in Article 6. This timeframe is provided for informational purposes only and may be extended for reasons beyond the Company's control (including, but not limited to, illness, accident, force majeure, technical and/or IT issues).

§.2 In such cases, the Company shall not be liable to the Client for any payment intended to compensate for the delay.

§.3 Any delay attributable to the Client will result in an extension in the completion time.

Article 9 - Delivery

§.1 The products ordered and/or rented by the Customer may be delivered by the Company itself. The Company reserves the right to charge the Customer for delivery fees. Upon delivery of the products to the Customer, the Customer becomes responsible for them and assumes all risks associated with them.

§.2 The Company may arrange for the products ordered and/or rented to the Customer via a third-party carrier. A flat fee covering delivery costs is added to the order total. The Company is not liable for damages attributable exclusively to the carrier, except in cases where its own fault or that of its agents contributed to the damage. Risks associated with the carrier are solely the responsibility of the carrier, effective from the moment the Order to be delivered is handed over to the carrier. If applicable, in the event of damage to the ordered goods resulting from shipping and for reasons not attributable to the Company, the Company may agree to replace the Customer's order, in consultation with the Customer. The replacement timeframe is the same as the original delivery timeframe for the order, as mentioned above.

§.3 When the Customer picks up their Order in person from the Company, the risks associated with transportation are borne by the Customer upon taking possession of the Order.

§.4 The delivery times listed on the quote or

order form are provided for informational purposes only. They are in no way binding on the Company. In the event of delivery after this date, the Customer may not consider the sale void.

Article 10 - Best-Efforts Obligation

§.1 Unless expressly stipulated otherwise in the quote or contract, the Company is bound by an obligation of means in the performance of the Services. It undertakes to employ the means reasonably necessary and appropriate for the proper performance of such Services, in accordance with industry standards, applicable professional practices, and the information at its disposal.

§.2 The obligation of means implies that the Company undertakes to exercise the diligence reasonably expected to achieve the agreed-upon objective, without, however, guaranteeing the attainment of a specific result when such result depends, in particular, on circumstances, factors, or information not exclusively within its control.

§.3 The Company is not required to employ resources that are manifestly disproportionate to the nature, value, or objective of the Service.

§.4 Failure to achieve the desired result or objective does not, therefore, in and of itself, constitute a breach of contract attributable to the Company. The Company's liability is assessed in accordance with the provisions of Article 11 of these General Terms and Conditions.

Article 11 - Limitation of Liability

§.1 The Company shall not be liable for damages exclusively attributable to a third party or to a factor reasonably beyond its control, unless there is fault on the part of the Company or its agents, and subject to applicable mandatory legal provisions.

§.2 The Company makes every effort to ensure the delivery of quality products. Under no circumstances shall the Company be held liable for defects exclusively attributable to the actions or negligence of a third party, except where the Company's liability is established under a mandatory legal provision, particularly with regard to liability for defective products.

§.3 The Company is not liable for the failure to complete the sale or deliver the products, or for the cancellation or postponement of the Service, when such events result from a force majeure event, as defined in Article 6.7 of the Civil Code, or any other event which, in accordance with applicable legal provisions, is reasonably beyond the Company's control and renders the performance of its obligations impossible.

§.4 The Company shall not be liable in any way for any harmful consequences suffered by the Customer or third parties resulting from improper use of the purchased or rented product, when such use is the cause of the damage. The Customer is expected to use the product in accordance with its user manual or, failing that, in a responsible and prudent manner, with due care. Any other use is the sole responsibility of the Customer, to the extent that the damage results from such use. Under no circumstances may the Customer engage in commercial resale or rental of the purchased products. The Company's business is directed solely at consumers or professionals for their own use.

§.5 The Customer acknowledges having been informed of the risks inherent in any use of computer equipment. The Customer is informed that the Company's services may void the warranty provided by the manufacturer or distributor from whom the Customer purchased their computer equipment. It is also the Customer's sole responsibility to back up their data prior to any service intervention.

§.6 In any event, the Company shall not be held liable for any direct or indirect consequences resulting from the malfunction or failure of the Customer's equipment, including—but not limited to—any loss of data, non-conformity, incompatibility, malfunction, or damage that does not result from the fault of the Company or its agents. Under no circumstances, and regardless of the service requested, may the Company therefore be held liable for damage to the equipment and/or total or partial loss of the Client's computer data when such damage or loss does not result from a fault on the part of the Company or its agents.

§.7 The Company may perform the Services only if the Client has provided it with all the information necessary to carry them out and has not failed to provide any information that could affect the outcome of the Services. If damage results from information or a necessary element that was not provided by the Client, the Company shall not be held liable in this regard.

§.8 The Company has taken out civil liability insurance for the operation of the rented equipment. This insurance does not necessarily cover the Customer's liability for property damage or bodily injury that may occur during the entire rental period. The Customer is therefore liable for any consequences arising from the use of the rented equipment that result from the Customer's fault, improper use, or failure to comply with the instructions provided, without prejudice to any potential liability of the Company or its agents.

§.9 In the event that the Customer does not use the rented equipment, for any reason whatsoever, the Company shall under no circumstances be held liable if such non-use is not attributable to the Company. Subject to applicable mandatory provisions and the cancellation terms set forth herein, no refund may be requested from the Company in this regard.

§.10 The Company also reserves the right to require the Customer to take out insurance to cover the rented equipment.

§.11 The Company is not liable for the content of websites or the content of applications it has developed on behalf of the Customer. As the Company has no control over the content posted online (editorial, graphic, or commercial), it cannot, under any circumstances, be held liable for any actions or claims by third parties arising exclusively from such content, in particular due to: (i) information, images, sounds, text, videos, and, generally, any multimedia content that violates applicable laws and regulations, contained and/or distributed on the Client's website or through the application developed on the Client's behalf. The Client shall indemnify the Company against any claims or legal actions by third parties brought against the Company on such grounds, to the extent that such claims or legal actions result exclusively from content provided or imposed by the Client and not from any fault on the part of the Company or its agents.

§.12 In any event, the Company shall be liable only for damages attributable to it under applicable legal provisions. To the extent permitted by law, and except in cases of willful misconduct, negligence resulting in injury to life or physical integrity of a person, or any other circumstance in which a limitation of liability is legally prohibited, the Company's liability is limited to the amount actually covered by the Company's professional liability insurance for the claim in question. The parties expressly agree, to the extent permitted by law, that the provisions of Book 6 of the Civil Code relating to non-contractual liability may be invoked between them only to the extent that this contract does not contain a provision governing the liability in question. This limitation also applies, to the extent permitted by law, to non-contractual claims brought against the Company's agents in connection with the performance of the obligations to which they contribute.

§.13 The Company is also not liable for any damage caused to the Customer due to hosting issues, unavailability, interruption, or malfunction of its website, cloud products or services, online platforms or applications, or products, software, or platforms hosted locally at the Customer's premises, provided that such issues do not result from any fault on the part of the Company or its agents, and in particular when they are exclusively attributable to the hosting provider, the cloud service provider, the Internet service provider, the Customer's IT infrastructure, or any other third party.

Article 12 - Warranty

§.1 The 2-year statutory warranty applies to the content, digital products, and services provided by the Company. Secondhand products are subject to a 1-year warranty limitation.

§.2 The statutory warranty applies exclusively to defects in conformity that exist at the time of delivery of the products, excluding: (i) any direct or indirect damage caused to the product after delivery, (ii) any replacement of parts or accessories that require regular replacement, (iii) any damage resulting from fire, water damage, lightning, accident, or any other natural disaster; (iv) any defect caused intentionally or through negligence, improper 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. Otherwise, the statutory warranty no longer applies.

Article 13 - Compensation in the Event of Cancellation

§.1 Any Service that has begun and is canceled by the Client is payable in an amount equal to the Services previously performed.

§.2 In the event of cancellation of a Service at the location specified by the Client, at the Client's request, the Client shall be liable for the following compensation:

- in the event of cancellation more than seven calendar days before the scheduled date of the Service: no cancellation fee, subject to the provisions of §4;
- in the event of cancellation between seven calendar days and twenty-four hours before the scheduled date of the Service: compensation equal to 50% of the Order value;
- in the event of cancellation less than twenty-four hours before the scheduled date of the Service: compensation equal to 75% of the value of the Order;
- in the event of cancellation on the day of the Service, or in the event of the Customer's failure to appear or inability to access the Service location attributable to the Customer: a penalty equal to 100% of the Order value.

The Company may demand payment of these compensation amounts without prior notice, subject to applicable mandatory legal provisions.

§.3 When the fulfillment of the Order has required the Company to purchase, rent, or order materials, equipment, consumables, or any other items specifically intended for the Service, the corresponding costs remain payable by the Customer in the event of cancellation, regardless of the compensation provided for in §2.

This applies in particular to items which, due to their specific nature or the conditions imposed by the supplier, cannot be canceled, returned, refunded, or reasonably reallocated to another service.

The Client shall be liable for the cost actually incurred or remaining due by the Company for these items, less, if applicable, any refund, credit, or amount recovered by the Company from its supplier or a third party.

These costs may be billed separately and may be claimed as soon as they are incurred by the Company. The Company may provide the Client with the corresponding supporting documents upon request.

§.4 The costs referred to in §3 remain due even when the cancellation occurs more than seven days before the scheduled date of the Service, provided that the Company has already incurred these costs specifically for the fulfillment of the Order and they cannot be canceled, recovered, or reasonably reallocated.

§.5 In the event of cancellation of the Order by the Company for reasons beyond its control (such as, but not limited to, the unavailability of the ordered product or the bankruptcy of a supplier), the Company agrees to offer the Customer an equivalent product. The Customer is free to accept or decline this offer.

When the Company is unable to offer an equivalent solution and the Order is canceled, any amounts already paid by the Customer for the unperformed Service will be refunded, subject to any fees or services for which the Customer remains legally liable.

§.6 The Company reserves the right to cancel or refuse an Order that would be contrary to public policy and public morals.

Article 14 - Confidentiality

§.1 Confidential data relating to both the Client and the Company, as well as to third parties involved in the contractual relationship—whether collected by any means, primarily through email correspondence or oral communications—and any future information, are intended solely for the performance of the contract and for communications between the parties. Such information shall not be disclosed or transferred to third parties without the authorization of the Parties.

§.2 Both the Company and the Client are required to respect the confidentiality of the information and to use it only to the extent strictly necessary for the fulfillment of their respective obligations.

§.3 In the event of a breach of this confidentiality principle, both

the Company and the Client may demand compensation from the party at fault for the damages suffered.

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, it may not be copied, reproduced, or used for purposes other than those that may be assigned to the Client, without the authorization of the Company, the owner of the website.

§.2 The Company cannot guarantee the compatibility of the website

with any computer hardware or software used by the Customer.

§.3 All materials created by the Company and provided to the Client

are subject to intellectual property laws and, more specifically, to copyright laws. The Company expressly authorizes the Client to use them within the scope and limits of the Services and for purposes related to the performance of such Services. Any other use, including but not limited to reproduction or disclosure to third parties, is subject to the Company's explicit authorization, and the Company may, if applicable, claim payment of copyright fees.

§.4 The intellectual property rights relating to all elements comprising the Services provided are and remain the property of the Company.

§.5 In light of the preceding paragraph, the Client may not, under any circumstances modify the Services unless the Company has given its explicit consent, either in the proposal or, subsequently, in writing. In the event of an unauthorized modification, the Company reserves the right to claim copyright fees as well as, where applicable, damages. The Company shall not be held liable under any circumstances if a modification is made by the Client.

§.6 Under no circumstances may the Client object to the inclusion of the Company's contact information on the Services.

Article 16 - Personal Data

§.1 Any personal data concerning the Client as defined by the European General Data Protection Regulation 2016/679 (GDPR) is processed in accordance with that 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, disclosed to third parties for any other purpose.

§.2 The data retained by the Company is as follows: last name, first name, address, email address, phone number, bank account, VAT number, business registration number.

§.3 The Customer has the right to: (i) object, upon simple request and free of charge, to the processing of their personal data, for serious and legitimate reasons, unless such objection makes it impossible to properly fulfill the contractual relationship between the parties; (ii) access, free of charge, the data concerning them retained by the Company and obtain the correction of any data that is incomplete, inaccurate, or irrelevant; (iii) request that the Company delete the data concerning them, provided that the Company is not required to retain the data due to a legal obligation; (iv) request the portability of their data held by the Company to a third party; (v) withdraw, if applicable, at any time, their consent to the processing of data based solely on consent.

§.4 Any request regarding the foregoing must be submitted in writing to the Company's headquarters by mail or by email to info@virtualwalk.be.

§.5 The Company may disclose personal information to third parties

upon request from any authority legally authorized to make such a request. The Company may also disclose such information 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 - Collection of Testimonials

§.1 The Services provided by the Company on behalf of the Customer data may be used by the Company at any time for reference purposes, on an anonymous basis. The Company agrees to obtain the Customer's consent for any references that explicitly mention the Customer's data.

§.2 The Company may ask the Client to provide a testimonial—whether written, oral, or visual—regarding the performance of the Services and their impact on the Client personally. The Client remains free at any time to refuse to provide such a testimonial. If the Client agrees, the Company will ask the Client to provide formal written consent. Testimonials collected by the Company may be used for documentary or reference purposes.

Article 18 - Complaints

§.1 Any complaint regarding the Services, Products, or services provided by the Company must, to the extent possible, be communicated in writing to the Company as soon as possible

and no later than seven calendar days following the discovery of the event giving rise to the complaint.

§.2 The purpose of the time limit set forth in §1 is to allow the Company to verify the facts, preserve relevant evidence, and, where appropriate, promptly seek an amicable resolution. Failure to comply with this time limit does not deprive the Customer of their rights when applicable law provides for a longer mandatory time limit or when the nature of the damage or breach does not reasonably permit its verification within that time limit.

§.3 The complaint must contain a sufficiently detailed description of the problem identified as well as, to the extent possible, information enabling the Company to verify the facts and circumstances of the matter.

§.4 The Company undertakes to use reasonable efforts to review any admissible complaint and, where possible, to seek an amicable resolution with the Customer.

§.5 The processing of a complaint and any proposal for an amicable solution by the Company shall in no way constitute an admission of liability or debt.

§.6 The amount of any compensation owed by the Company is determined in accordance with the applicable contractual provisions, in particular those set forth in Article 11 of these General Terms and Conditions, as well as the applicable mandatory legal provisions. No provision of this Article shall have the effect of limiting or excluding liability in cases where such limitation or exclusion is prohibited by law.

Article 19 - Nullity

§.1 The possible invalidity of any provision of these General Terms and Conditions shall in no way affect the validity of these General Terms and Conditions as a whole. If a clause is deemed invalid, the parties agree to draft a clause with a similar effect and to incorporate it into these General Terms and Conditions.

Article 20 - Governing Law

§.1 These General Terms and Conditions, as well as any dispute regarding the validity, interpretation, or performance of these general terms and conditions, are governed by Belgian law.

Article 21 - Dispute Resolution and Competent Courts

§.1 In the event of a dispute, mediation between the Company and the Customer

is preferred. To this end, the parties agree to participate in at least one mediation session organized by a mediator accredited by the Federal Mediation Commission. However, if, following this session, no agreement appears possible, the competent courts shall be those of the judicial district in which the Company has its principal place of business.