

In the following terms and conditions, 'client' is understood to mean the natural person who or legal entity which charges the vendor, referred to hereinafter as 'WCS', with a job.

Article 1

A job is accepted under the proviso that WCS is entitled to cancel the job within a reasonable period of time, without being held to provide any compensation in consequence of this.

Article 2

WCS is held to perform an accepted job to the best of its knowledge and ability. If this is deemed well-considered and sound by WCS, it will take the client's instructions into account.

Article 3

WCS is entitled to have a job performed by a third party, unless agreed on otherwise in writing.

Article 4

1. WCS will have the right to decide to a reasonable extent the time within which it will perform the job, if it has not been notified in any way of the delivery date of the job or if the delivery date of the job has not become apparent in any way.
2. If the job is extended in the interim, the date of delivery by WCS will be reasonably postponed.

Article 5

WCS can exercise rights to all costs it incurred by it which, either directly or indirectly, are related to the execution of the agreement.

Article 6

WCS assumes that the party entering into the agreement is authorised to do so.

Article 7

If the performance of the job requires corrections, WCS is to be given the opportunity at all times to implement these corrections.

Article 8

1. Unless agreed on otherwise in writing, what has been charged by WCS will become due and payable when a period of thirty days upon invoice date has expired.
2. Without any notice of default being required, the client will be in default at the moment at which the claim has become due and payable and the client has not complied with its payment obligations.
3. As from the moment at which the client is in default, WCS is entitled to charge statutory interest on the entire payable amount, as well as all judicial and extrajudicial collection costs, to the client.

4. Claims with respect to the invoice from WCS can only be lodged within ten days upon invoice date.
5. Payments are to be made without settlement of debt.
6. With respect to the monetary volume of the mutual obligations arising from the agreements entered into with WCS, the administrative details of WCS are decisive, subject to any proof to the contrary by whatever means.

Article 9

1. Unless WCS is seriously and demonstrably at fault, it can never be held liable for:
 - a. any (consequential) damage sustained by the client, directly or indirectly, of any description whatsoever, with respect to errors, neglect, wrong use of words, omissions, or any mistake whatsoever;
 - b. any (consequential) damage sustained by the client, directly or indirectly, of any description whatsoever, with respect to damage to, or destruction and/or loss of data/documents in whatever form present at WCS, which are owned by the client;
 - c. any (consequential) damage sustained by the client, directly or indirectly, of any description whatsoever, with respect to damage arising from shipment and/or transport, in any way whatsoever, of data/documents, whatever these are called.
2. Any disruption of the client's business or part of the client's business, regardless of its cause, which impedes the job to be performed by WCS or renders the same impossible in any way whatsoever, is for the client's risk.
3. If WCS is seriously and demonstrably at fault with respect to the performance of the job, any claim for compensation cannot exceed the damage demonstrably sustained by the client to a maximum of EUR 10,000.
4. If, due to late delivery, the client sustains any damage, the client will only be entitled to compensation of the (consequential) damage demonstrably sustained to a maximum of EUR 450. WCS will not be held to pay damages, if the late delivery is due to subjective force majeure, including at least the sickness of the person charged with the job.
5. WCS is not held to comply with a clause included by the client, apparently to be construed as compelling WCS to pay a penalty, under whatever designation or in whatever form.
6. WCS will be entitled to the amount agreed on or the amount reasonably owed by the client for the performance of the job, if the job is cancelled by the client due to reasons that cannot be attributed to WCS.
7. The client indemnifies WCS and its employee(s) against any third-party claims.

Article 10

The client's right to claim compensation lapses upon expiry of three months after delivery of the job.

Article 11

1. The agreement ends at the moment at which the job has been completed in the manner agreed on and if the client does not, does not properly, or does not in a timely manner comply with any obligation arising from the agreement entered into with WCS.
2. The agreement will also end if one of the parties is placed under guardianship, or in the event of the client's suspension of payment or bankruptcy.

3. If one of the situations occurs as described in the two preceding paragraphs, the client will be deemed to be in default by operation of law, and WCS will reserve the right to dissolve the agreement without any notice of default or judicial recourse.
4. If WCS dissolves the agreement, it will not be held to pay any compensation and it will reserve all rights with respect to any claims WCS has against the client.

Article 12

1. The client that causes the agreement to be terminated prematurely, is held to pay the profit lost due to the premature termination as well as all costs related directly or indirectly to the execution of the agreement until the moment of termination, except in the case that the reason for premature termination is due to WCS.
2. Every premature termination shall be by registered letter.

Article 13

Any supplement and/or amendment after the job has been granted is considered an individual job.

Article 14

All quotations are without any obligation.

Article 15

1. All rates are exclusive of VAT.
2. Prices are subject to change.
3. The client can only exercise its right of recovery within ten days upon invoice date.

Article 16

WCS shall retain its copyright, unless agreed on otherwise in writing.

Article 17

Every agreement with WCS, regardless of what it has arisen from, is governed by Belgian law.

Article 18

Any disputes arising with respect to the job and its performance between the client and WCS or arising from these general terms and conditions, will be submitted to the competent court in Ghent.

Article 19

If one of these provisions is nullified or declared null and void, the other provisions will remain in full force and effect.