

**The Dutch version of these General Terms and Conditions shall prevail over any translations thereof.**

#### **ART.1. DEFINITIONS**

JBR BELUX is meant: BV JBR BELUX, a legal entity with its registered office at 9890 Gavere, Burchtweg 7, RPR Ghent, department Ghent, CBE number 0753.609.430. The Customer is any person with whom JBR BELUX is or will be in a contractual relationship. The Consumer is any Customer who is natural person acting for purposes outside his commercial, business, craft or professional activity. The Parties are JBR BELUX and the Customer together. The Conditions are these general terms and conditions. An Agreement is the combination of the Conditions with special conditions to which JBR BELUX and the Customer are parties.

#### **ART. 2. THE GENERAL TERMS AND CONDITIONS**

2.1. The Terms are applicable as a framework agreement to the formation, execution and termination of all Agreements between the Parties, as of the acceptance of the Terms. They are also applicable in a supplementary manner to Contracts entered into earlier. If any provision is deviated from in a special agreement (assignment letter, etc.), this must be done expressly and reciprocally and does not affect the applicability of the remaining provisions.

2.2. The fact that JBR BELUX voluntarily does not apply or enforce a clause stipulated in its favor does not constitute a waiver.

2.3. The Consumer must expressly accept the Terms and Conditions. Barring manifest evidence to the contrary, the other Customer accepts them, if not expressly, implicitly by, among other things, accepting an offer or paying an invoice on which they appear, or by not protesting them within a reasonable but short period of time from receipt thereof.

2.4. The parties choose these Conditions and agree that the Customer's general terms and conditions (in the broadest sense) shall not apply to the Agreements unless they are expressly accepted by JBR BELUX and/or they were accepted by JBR BELUX prior to the Customer's acceptance of these Conditions, in which case the Customer's general terms and conditions shall be applicable to the Agreements under which JBR BELUX has accepted them (strict interpretation), albeit in a subordinate and supplementary manner, in the event of conflict between provisions, these Conditions shall prevail. The Customer waives its own clauses that limit or exclude the application of these Conditions to the contrary. Therefore, there will be no mutual waiver of conditions.

#### **ART. 3. OFFER AND ACCEPTANCE**

##### **ART. 3.1. PROVIDE INFORMATION**

The Customer is responsible for informing JBR BELUX correctly and completely of his needs and situation. The Customer shall provide JBR BELUX with the documents and information etc. at his disposal, useful and necessary for an optimal execution of the services. JBR BELUX shall not verify the completeness, accuracy and reliability of this information. The Customer shall inform JBR BELUX in advance of all specific dangers (known, real or potential) related to the services to be performed. Delays due to the late transmission of necessary information and documents may be charged to the Customer. JBR BELUX may adjust the issued cost estimate, fee agreements or success qualifications, if the information provided turns out to be incomplete or partly or completely incorrect.

##### **ART. 3.2. OFFER**

General brochures, price lists, catalogs, website and the like are purely indicative and do not bind JBR BELUX. They do not constitute an offer. Quotations shall bind JBR BELUX for a period of one month from the drafting date, provided they are accepted by the Customer without reservation. Until such acceptance by the Customer, JBR BELUX may revoke them at any time. The Customer shall check offers for errors and verify whether the proposal corresponds to its needs and wishes. If the Customer accepts the offer subject to adjustments or conditions, or only partially, or outside the aforementioned period, the offer has lost its binding force and this acceptance shall be considered an offer from the Customer to JBR BELUX. In the event of an offer by the Customer to JBR BELUX, the Agreement shall come into effect: if JBR BELUX expressly accepts the Customer's offer, or if JBR BELUX implicitly accepts the Customer's offer by starting execution, or if JBR BELUX makes a (new) offer to the Customer which is accepted by the Customer without reservation. An offer includes only what is expressly stated in it, and applies only to the one assignment or order for which it was made, without being binding for other or subsequent (requests for) collaborations. It is to be interpreted strictly in this respect. All necessary or additionally requested work or costs for which no price was expressly given shall be borne by the Customer. Even with an absolute flat rate, additional works and additional costs can be proved and charged by all legal means. All amounts are exclusive of VAT, unless otherwise stated. VAT, taxes and other duties, present or future, are always at the Customer's expense.

#### **ART. 4. PRICE**

##### **ART. 4.1. GENERAL**

Invoices are payable in cash, in EUR.

The fee of JBR BELUX shall be determined on the basis of (i) hours worked multiplied by the applicable hourly rate, as determined periodically by Client, (ii) a fixed fee or retainer, (iii) a result-based fee or success fee and/or (iv) a combination thereof. In calculating the fee and travel expenses, JBR BELUX shall be leading and binding. JBR BELUX remains entitled to send the Customer interim invoices at other times of its choice, according to the progress of performance.

In case of a fee on an hourly basis or on the basis of a fixed fee or retainer, the fee, the retainer and the (expenses) will be charged monthly, on the understanding that JBR BELUX is entitled to demand payment of an advance invoice before the start of its services. Upon completion of the services, JBR BELUX will send a final invoice. In the event of a fee based on a success fee or result-dependent remuneration, the success fee or result-dependent remuneration shall be charged as soon as the (partial) success or (partial) result is achieved or the objective of the intended (partial) success or (partial) result is realized or a situation has arisen as described in Article 4.3. JBR BELUX shall be entitled to postpone the start-up or continuation of its performance until after payment, without prejudice to other rights. JBR BELUX may adjust the periodicity of its invoices if the scope of the work performed or the size of the amount to be charged justify it.

##### **ART. 4.2. NOT INCLUDED**

Prices are to be interpreted strictly. Anything not expressly listed as included is not included. Anything not included but supplied will be charged at market rates (marginal review). Unless otherwise specified, travel and accommodation expenses are not included. VAT, other taxes and charges, and their changes, are always at the Customer's expense. If the VAT rate is changed before the invoicing of the balance, the price of the works and goods still to be invoiced will be adjusted accordingly, even if a price including VAT was agreed upon. In any case, the price never includes expenses (such as office, travel, accommodation, and communication costs), third-party costs, sales tax (VAT) and other government-imposed taxes and levies. (Un)costs of third parties engaged by JBR BELUX will be charged in full and separately.

##### **ART. 4.3. SUCCESS FEE**

In the event that the Parties have agreed on a success fee or result-dependent remuneration, Customer grants the assignment to perform the agreed services exclusively to JBR BELUX during the term of the

Agreement. To the extent that the parties have agreed on a success fee or result-related remuneration, such fee or remuneration shall be payable by Client immediately if:

(a) the (partial) success or result is achieved or the goal of the intended (partial) success or result is achieved during the term of the Agreement;

(b) the (partial) success or (partial) result is achieved or the goal of the intended (partial) success or (partial) result is realized within 2 years after the end of the Agreement, irrespective of by whom, at what time and on what grounds the Agreement was terminated, insofar as that result or success was achieved (in part) by services provided by JBR BELUX. This shall in any case be the case if the Customer contracts with a party named directly or indirectly by JBR BELUX, irrespective of whether this has led to actual contact between the Customer or JBR BELUX and this third party during the term of the Agreement; or

(c) the failure to achieve the success or result during the term of the Agreement is the result of activities of Customer that have interfered with JBR BELUX in the performance of the Services or affected exclusivity to JBR BELUX.

##### **ART. 4.4. HIGH-PRESSURE**

If JBR BELUX has to perform performances due to a temporary urgency attributable to the Customer, JBR BELUX shall be entitled to reasonably increase the price for these specific performances.

##### **ART. 4.5. INDEXATION**

The prices of JBR BELUX may be indexed by JBR BELUX annually, on January 1. The price adjusted to the index will be calculated by applying the following formula: (base price x new index figure) / initial index figure = new price. The elements of this formula are defined as follows: Base price = the price that follows from the Agreement. Starting index figure = the health index figure for the month of January of the year in which the Agreement was concluded. New index = the health index figure of the month of December of the previous year.

##### **ART. 4.6. LATE OR INCOMPLETE PAYMENT**

4.6.1. Any debt remaining unpaid in whole or in part on the due date by the Customer who is not a Consumer shall, ipso jure and without notice of default, incur interest, to be calculated at the legal interest rate in accordance with the Law of August 2, 2002 plus 2%, without this being less than 9%, from the due date until the day of payment, as well as a fixed compensation of 12% on the principal sum outstanding at the due date, with a minimum of 750 euros per principal sum, without prejudice to the right to claim a higher compensation, and without prejudice to the right to reimbursement of legal expenses (including the applicable court fee) and execution costs.

4.6.2. If the Customer is a Consumer, interest will be payable at the interest rate in accordance with the Law of August 2, 2002 on combating late payment in commercial transactions (i.e. the reference interest rate plus eight percentage points, as defined by Article 2 of that Law). This from the first calendar day following the day on which a first reminder is sent to the Consumer, if the creditor is an SME. Also, in this case, a lump sum compensation will be due as follows: EUR 20.00 if the balance due is less than or equal to EUR 150.00; EUR 30.00 plus 10% of the amount due on the tranche between EUR 150.01 and EUR 500.00 if the balance due is between EUR 150.01 and EUR 500.00; EUR 65.00 plus 5% of the amount due on the tranche above EUR 500.00 with a maximum of EUR 2,000.00 if the balance due is above EUR 500.00. This interest shall only be due and payable and the damages clause shall only be payable after a notice of default on durable medium in the form of a first reminder in accordance with Art. XIX.2. WER and after the expiration of the grace period provided by this article of law, if the Consumer has not paid his debt within this period.

This refers to the costs of amicable recovery and is without prejudice to the right to reimbursement of the costs of judicial recovery such as court costs (including applicable court fees) and implementation costs. The first notice of default is free of charge. From a second notice of default, a cost of 7.50 euros plus the postage costs applicable at the time of sending may be charged.

4.6.3. Any debt remaining unpaid in whole or in part by JBR BELUX on the due date shall, as of formal notice, expose the same interest and damages clause, calculation rate although reduced by two percent (per year, in the case of interest). This compensation is slightly lower, as the Parties consider that the economic risk of JBR BELUX in case of non-payment by the Customer is often higher than vice versa. The Customer accepts these fees and mode of operation as equivalent.

4.6.4. If a due debt of the Customer remains unpaid in whole or in part, all debts of the Customer not yet due shall become immediately due and payable. Payments made after the due date will first be charged on interest, damages, court costs and execution costs, and only then on the principal amount. Interest owed by the Customer shall be capitalized annually.

4.6.5. The parties reciprocally declare that the above compensation will not create an imbalance, will not be disproportionate to the harm that may be suffered by the other Party, and will not exceed the harm they could determine at the inception of the Agreement, in the event of default by the other Party.

##### **ART. 4.7. JOINT AND SEVERAL LIABILITY**

If the services are provided on behalf of several persons, all these Customers shall be jointly and indivisibly bound to pay the fees, costs and charges, and this irrespective of to whom JBR BELUX has addressed its invoice. Whoever places an order with a request to charge it to third parties shall also be jointly and indivisibly bound.

#### **ART. 5. TERMS**

All cases of force majeure, or delays caused by the Customer (such as changes in the order) or by third parties (including suppliers), extend the period of execution of the contract, without entitlement to compensation.

Deadlines for execution are subject to many factors, such as the intervention of third parties. The parties agree that these deadlines are indicative, to be used and respected by JBR BELUX to the extent possible and reasonable. A deviation from them does not necessarily constitute a default and therefore does not necessarily entitle the Customer to claim any damages or unilaterally terminate the contract. The Customer declares that this indicative nature is, in all reasonableness, the way it also wishes to agree and is in no way to be regarded as the unilateral determination or modification of these terms by JBR BELUX.

#### **ART. 6. MATERIAL**

Material (goods, files, etc.) of JBR BELUX that is on the Customer's premises remains the property of JBR BELUX and may only be used by JBR BELUX. Materials made available to JBR BELUX by the Customer: JBR BELUX is not obliged to keep this material, the making available is in any case always at the risk of the Customer, if JBR BELUX nevertheless incurs costs of preservation this will be passed on to the Customer.

#### **ART. 7. INTUITU PERSONAE**

##### **ART. 7.1. TRANSFERRING AGREEMENT**

JBR BELUX provides its performance exclusively for the benefit of the Customer. Third parties cannot derive any rights from the work performed and the results thereof. The total or partial transfer or pledging, by the Customer to third parties, of the Agreements with JBR BELUX or the rights and/or obligations that follow directly or indirectly from them, cannot be held against JBR BELUX if this is done without its prior written consent. Transfer of duties shall in any event never discharge the Customer, except if this is unambiguously apparent from the aforementioned consent. Parties agree that JBR BELUX is always allowed to transfer or pledge the Agreements, or the rights and/or obligations that follow from them, to

third parties. Also when the Customer is a Consumer, except when its guarantees may be reduced by the transfer.

#### **ART. 7.2. SUBCONTRACTING AND SAPITEURS**

JBR BELUX is always permitted to cooperate with third parties (its own suppliers, subcontractors and specialists) in the full or partial execution of its commitments. Cooperation in this respect is not intuitu personae.

#### **ART. 8. LIABILITY**

##### **ART. 8.1. RESOURCE COMMITMENTS**

JBR BELUX commits itself exclusively to obligations of means, even in the case of case law or practice to the contrary in similar cases, except where mandatory law expressly precludes this.

##### **ART. 8.2. EXONERATION**

JBR BELUX shall only be liable for damage as a result of its willful misconduct, its gross negligence or that of its appointees (in the case of B2C also that of its agents) or, except in cases of force majeure, the nonexecution of its essential (B2B) or principal (B2C) commitments. Its liability per claim is limited to one the amount of the price agreed or actually invoiced for the execution of the order (the higher of the two). If it concerns a recurrent assignment, this is once the amount of the fees invoiced to the Client during the six months preceding the event giving rise to the damage, or from the start of the execution of the assignment if this is shorter than this period. This shall in any case be subject to a maximum of the actual intervention of the professional liability insurer of JBR BELUX, any excess to be borne by the Customer. In B2C relations, always without prejudice to the legal liability of JBR BELUX in the event of death or physical injury of the Consumer resulting from an act or omission of JBR BELUX. If several claims result from the same fault, they shall be considered as one claim. JBR BELUX can never be held liable for indirect damages, such as, but not limited to, financial and commercial losses, loss of profit, increase in costs, schedule failure, software failure, loss of expected profit, capital, clientele, and others. Without prejudice to the obligations of JBR BELUX in the execution of the Services, Customer remains responsible and liable for the decisions taken by it regarding the extent to which it wishes to rely on the advice, recommendations or other outcomes of the Services provided, as well as regarding the use thereof. JBR BELUX is not liable for the consequences of whether or not Customer follows the advice provided.

##### **ART. 8.3. FORCE MAJEURE, IMPREVISION AND HARSHIP**

Force majeure is the situation in which the performance of the Agreement by JBR BELUX is prevented in whole or in part, temporarily or otherwise, by circumstances beyond the reasonable control of JBR BELUX. Imprevison is any change of circumstances, beyond the reasonable control of JBR BELUX, that seriously interferes with the performance of JBR BELUX and/or gives rise to disproportionate damage to its interests. No unforeseeable, unaccountable and/or unavoidable character need be or be proven in the event of force majeure or imprevison (it being understood that JBR BELUX may not invoke force majeure or imprevison when it is the result of its own willful misconduct or gross negligence of itself or its appointees or agents, or of the non-performance of essential commitments). JBR BELUX shall notify the other Party of the force majeure or imprevison within a reasonable time. JBR BELUX shall not be bound to fulfill any obligation impeded by force majeure and/or imprevison. In the event of imprevison, JBR BELUX shall have the right to require the other Parties to negotiate, in good faith, alternative equitable clauses that remedy the imprevison. In the event of force majeure or imprevison longer than three months, consecutively, JBR BELUX shall be entitled to request the dissolution of the Agreement or to invoke it itself without liability and without obligation to pay any compensation. Also in the event of force majeure on the part of the Customer, longer than three months, consecutively, JBR BELUX shall be entitled to request the dissolution of the Agreement or to invoke it itself without liability and without duty to pay any compensation. Imprevison cannot be invoked by the Customer, the Customer does not consider it manifestly unbalanced, given a higher economic risk at JBR BELUX.

##### **ART. 8.4. RELEASE**

8.4.1. If the Customer fails to comply with any of its obligations and as a result a third party has filed or threatens to file a claim against JBR BELUX and/or its appointees and employees, the Customer shall indemnify and hold JBR BELUX and/or its appointees and employees harmless for all loss, damage, expenses and liability resulting directly or indirectly therefrom.

8.4.2. The aforementioned limitations of liability shall also apply in the event of liability on the part of JBR BELUX to third parties as a result of cooperation with the Customer. The Customer shall indemnify JBR BELUX against any higher claim on the part of such third party.

#### **ART. 9. COMPLAINTS**

The Customer formulates complaints within the following deadlines, failing which the delivery and/or invoicing is accepted (1) general complaint: within eight days after the delivery and/or performance, (2) hidden defect: within eight days after the discovery of the defect if the Customer proves that he could not reasonably have discovered the defect earlier (3) invoicing: within fourteen days after the invoice was sent. In order to be admissible, legal actions must be instituted by the Customer within a short and reasonable period of time after the formulation of an admissible complaint, with a maximum of six months from (1) the delivery and/or performance in case of visible defect (2) the discovery in case of hidden defect (3) dispatch of the invoice in case of disputed invoice. This is without prejudice to shorter legal deadlines. Given, among other things, the nature of the deliveries and the industry, the Parties accept these periods as reasonable.

#### **ART. 10. PLEA OF NON-PERFORMANCE**

Should the Customer fail to fulfill one or more of its obligations towards JBR BELUX in a timely and correct manner, despite JBR BELUX's compliance with its due obligations, JBR BELUX may suspend the fulfillment of its further obligations towards the Customer in whole or in part, until the Customer has fulfilled all its obligations. The parties agree that this right also applies to obligations from other agreements (cross-file). All costs and charges arising from such suspension shall be borne by the Customer and must be paid immediately. The Customer waives any compensation in the event that JBR BELUX made an error of interpretation in doing so, barring intentional or gross negligence. For the purposes of this article, Customer means the Customer and its affiliated companies, and JBR BELUX means JBR BELUX and its affiliated companies. JBR BELUX shall not be obliged to first suspend its obligations before invoking the termination of the Agreement.

#### **ART. 11. DURATION OF THE AGREEMENT**

##### **ART. 11.1. GENERAL**

In the special terms of the Agreement, it shall be agreed whether, and to what extent, agreed performances shall be delivered once or for a definite or indefinite duration. If nothing is agreed upon, performance shall be provided on a one-time basis. If the special conditions stipulate that the Agreement has an unlimited duration, the Agreement is terminable in accordance with the provisions of the special conditions, failing which it is always terminable subject to compliance with a reasonable notice period. JBR BELUX shall be entitled to invoice during the termination period at least a fee pro rata equal to what was invoiced during the twelve months preceding the termination, should the actual performance be lower. If the special conditions stipulate that the Contract has a definite duration, the Contract cannot be terminated prematurely, unless otherwise stipulated in the special conditions. The parties state in the special conditions that they have taken care or have taken care to agree on a specific duration that does not lead to

an "abnormally long tie" or an apparent imbalance in obligations. Only if an abnormally long tie does arise, leading to a manifest imbalance, can the fixed-term contract be terminated prematurely but a reasonable notice period must always be observed. In any case, if Customer terminates the Agreement, Customer is obliged to compensate all damages and costs of JBR BELUX. This compensation obligation does not apply if Customer has terminated the Agreement due to a shortcoming attributable to JBR BELUX. Upon termination of an Agreement whereby a fee is agreed on an hourly basis, irrespective of by whom and on what basis, JBR BELUX retains the right to payment of invoices for services already performed and any services still to be performed by mutual agreement. The Customer's payment obligation in respect of services already performed shall become immediately due and payable in full at the time of termination. In any form of termination by Customer of an Agreement in which a fee based on a fixed fee has been agreed upon, the fixed fee is immediately due and payable in full at the time of termination. In the event of any form of termination by Customer of an Agreement whereby a fee based on a success fee or result-dependent remuneration has been agreed, (i) the provisions of Article 4 shall apply and (ii) the hours worked up to the time of termination shall be charged on the basis of the rates in force at JBR BELUX (minus the total amount of retainers invoiced (if applicable), but only if the amount of the retainers is less than the amount of hours worked). The billed hours referred to in (ii) above shall be deducted from the success fee or results-based compensation. Billed retainers shall become immediately due and payable in full at the time of termination of the Agreement.

##### **ART. 11.2. DESCRIPTION**

11.2.1. Unilateral termination by the Customer, without observance of deadlines or force majeure, shall make compensation payable in the amount of 25% of the price of the undelivered performance. In the event of a unilateral termination by the Customer, a termination indemnity shall be due in respect of recurrent services equal to the remuneration that would have been invoiced for the remainder of the fixed term, or if the recurrent services were provided for an indefinite term, the remuneration that would have been invoiced during a termination, all calculated pro rata on the basis of the price of the services invoiced during the twelve months preceding the termination. If the Contract had not yet commenced, the severance compensation in respect of these services shall be 1,000.00 euros.

These fees have been estimated at a flat rate but subject to proof by JBR BELUX of higher damages. The parties declare, in view of their special conditions, the peculiarity of the sector, the performance and the planning of JBR BELUX, that they consider these rates to be sufficiently proportional to the prejudice that JBR BELUX may suffer. Agreed success fees remain payable after the cooperation ends, if the desired result is still achieved.

##### **ART. 11.3. IMMEDIATE TERMINATION**

JBR BELUX may immediately terminate the Agreement in the event that the Customer fails to fulfill its commitments and/or if the continuation of the professional cooperation becomes impossible. Are included by the Parties: WCO, procedure of dissolution, manifest insolvency or bankruptcy of the Customer. Such termination shall be regarded as termination by the Customer and the rules relating thereto shall apply.

##### **ART. 12. NETTING**

JBR BELUX shall be entitled to offset claims against the Customer against any claims of the Customer against JBR BELUX, including after concurrence or transfer and pledging of claim in accordance with Article 14 of the Law of December 15 on financial securities. Conversely, the Customer is not allowed to offset its claims against JBR BELUX against any claims of JBR BELUX, unless the Customer is a Consumer.

##### **ART. 13. NON-WAIVER**

During the cooperation and up to and including twelve months after the last Agreement between the Parties has ended, the Customer is prohibited from hiring appointees and independent employees of JBR BELUX.

##### **ART. STATUTE OF LIMITATIONS AND FORFEITURE**

All claims of the Customer against JBR BELUX must be brought in court without delay, and in any event within six months from the moment the Customer discovered or reasonably should have discovered the fact that gave rise to the claim, unless shorter periods are provided for by law or the Agreement. Such under penalty of expiration and without prejudice to longer time limits from other applicable sources of law.

##### **ART. 15. PRIVACY/SECURITY AND GDPR**

The Client expressly authorizes JBR BELUX to process all data, necessary for the assignment, including special personal data (Art. 8 and 9 GDPR), in the context of the cooperation for one or more purposes. Confidentiality and recruitment clause JBR BELUX is obliged to keep confidential any information or data provided by or on behalf of Customer. JBR BELUX may not make these available to third parties not involved in the execution of the Agreement, unless Customer has given written consent or disclosure takes place because the law or a competent authority requires it. Notwithstanding the above, JBR BELUX is authorized to use the name, a brief job description and the logo/logo in the context of commercial communications and to mention the relationship between the Parties. Customer is obliged to keep confidential any advice, opinions or other statements made (all in the broadest sense of the word). The provision in the previous sentence does not apply if Customer has given prior written consent to disclosure or disclosure occurs because the law or a competent authority requires it.

##### **ART. 16. INTELLECTUAL PROPERTY**

JBR BELUX retains all intellectual property rights and derivative rights, directly or indirectly related to its services and the result of its services, and also retains title to its working documents. The Customer will acquire a non-exclusive right of use to the product of the services in its tangible form by payment of JBR BELUX's hourly wages and expenses. The transfer of the intellectual rights can only appear from an explicitly written agreement and cannot result e.g. from the fact that the creation process was foreseen in the order or that this creation process was specially remunerated, nor from the transfer of the product of services. JBR BELUX is authorized to use, develop and share the knowledge and experience acquired during and following the provision of services, except to the extent prohibited by law or by mandatory deontological regulations applicable to it. Except where a specific exclusivity contract has been concluded, JBR BELUX has the right to reuse its intellectual and/or creative work. The Customer shall not be permitted to reproduce, disclose or use in any way whatsoever the intellectual work and their products prepared by JBR BELUX, in any form whatsoever, without its prior written consent, itself or with the help of third parties, other than in the context of the assignment granted to JBR BELUX.

##### **ART. 17. SEVERABILITY, MITIGATION AND NULLITY**

If any provision of the Terms or an Agreement should prove to be invalid, void or exaggerated in whole or in part, the Parties agree that such provision shall be automatically reduced, and/or the Parties or the court (ex officio or upon request) shall reduce such provision, to the maximum extent permitted by law and/or replace the invalid or void or exaggerated provision as if it had always been there in the mitigated and/or valid version, a valid version that most closely reflects the true and original intent of the Parties. These provisions will thus remain binding for the maximum part thereof that is legally permissible. If more subordinate nevertheless a clause must be declared null and void and even the court proves unable to provide a replacement valid clause, this will not result in the nullity of the remaining provisions (except when the entire article, respectively the entire contract, can no longer continue to exist without that clause).

**ART.18. JURISDICTION AND CHOICE OF LAW**

All legal relations between the Parties shall be governed exclusively by Belgian law. Disputes relating to these legal relationships shall fall under the exclusive jurisdiction of the Belgian courts of the jurisdiction where JBR BELUX has its registered office, unless JBR BELUX prefers to bring the dispute elsewhere in Belgium. If the Customer is a Consumer, the courts designated by Article 624, 1°, 2° and 4° of the Judicial Code shall be competent. The parties shall choose Dutch as the language of jurisdiction.

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