

TERMS AND CONDITIONS

ARTICLE 1 - GENERAL

1.1 By purchasing products or services from or ordering from FEAGLE, the customer tacitly agrees to these terms and conditions. The client's own conditions are always subordinated to this. All clauses and purchase conditions of whatever nature, stated on client / third party documents, are non-binding on FEAGLE or only apply insofar as FEAGLE has explicitly accepted them.

ARTICLE 2 - QUOTATIONS

2.1 Unless otherwise stated in the quotation, the quotations of FEAGLE are valid for one month starting from the date on which they are drawn up.

2.2 Unless explicitly stated otherwise in the quotation, all quotations from FEAGLE are without obligations. Offers are not automatically valid for future orders. The total price for a project is only indicative and confers no rights to the customer. In the quotations of FEAGLE deadlines are indicative and cannot be considered as an obligation for FEAGLE. Crossing the date of delivery shall not entitle to compensation for damages nor will not lead to a rescission of the contract or a price reduction.

ARTICLE 3 - PRICES

3.1 All our prices are, unless stated otherwise, in Euro excluding VAT and other taxes. FEAGLE is entitled to adjust the agreed price only if principal changes to the originally specified job, scope or specifications are made or asked. If the assignment is performed as described in the quotation, this price is a fixed price. In this case there will be no more costs charged.

ARTICLE 4 – ORDERS

4.1 After receiving the receipt of a written approval by the customer, the order will be considered as a confirmed order. Subsequently, FEAGLE will submit a purchase order and proposal for project planning which should be approved by both parties.

4.2 FEAGLE then sends an advance invoice (30%) to the customer. After payment of the advance invoice, the kick-off meeting will be planned and the customer will receive a link to the project materials. Through this link, all documents, designs, illustrations and videos are consultable until 15 days after the completion of the final product. The kick-off meeting is possibly by telephone or video call, conference call or in a face-to-face service.

4.3 FEAGLE reserves the right to modify the start of the project or to postpone delivery of the marketing materials if the customer fails to pay an invoice. The delivery can be postponed by the non-removal of the watermark or by not granting rights to download from the online platform.

4.4 When the client fails to report a change(s) to the confirmed order, such requests could lead to additional costs and changes in the proposed delivery date(s).

4.5 During the implementation of the project, FEAGLE can ask the customer to make certain choices and make decisions within a predetermined period of time. After the kick-off meeting, the customer receives a schedule in which the responsibilities of both FEAGLE and the customer are listed. Should the customer fail to respond to FEAGLE's request or to respect the predetermined term, FEAGLE has the right to decide instead of the customer and start the next phase in the planning. It is no longer possible to return to the previous phase with the guarantee that no additional costs will be charged or that the agreed planning can be respected.

When the customer did not provide his input or feedback at the agreed date, FEAGLE reserves the right to postpone the project, adjust the project planning unilaterally and to invoice the costs and fees owed by the customer at that time.

In case FEAGLE is unable to continue the project without the input of feedback from the customer and that the client refuses to respond within 15 days, FEAGLE reserves the right to terminate the agreement with the customer and immediately cancel every subsequent step in the confirmed order, without prior consultation and without payment of any compensation to the customer. In such a case, the customer cannot claim any compensation.

4.6 Unless stated otherwise, FEAGLE provides three phases in which the customer can overhaul:

- 1) 2 revisions after the presentation of the copywriting
- 2) 2 revisions after the presentation of the graphic design.
- 3) 1 revision after the delivery of the first and 1 revision after the delivery of the second version of the marketing materials.

4.7. If the client wishes to make changes or corrections (such as changes in copy-writing, design etc.) that could have been reported during one of the revision rounds after the approval of the marketing materials, FEAGLE reserves the right to invoice the extra costs associated with the implementation of these changes.

ARTICLE 5: DELIVERIES

5.1 Upon receipt of the final delivery, the customer has the obligation to check the marketing material for visible errors. Such errors will be reported to FEAGLE specifically and accurately in writing at the latest 10 working days after the final delivery of the video. After that period, the project is considered finished and the invoice follows. Belated requirements are not accepted.

5.2 Complaints regarding visible errors are only valid and are only accepted if the customer has not used or edited the marketing materials. A complaint does not release the customer from the obligation to pay the related invoice.

5.3 All changes and / or corrections requested by the customer after the aforementioned 10 working days will be considered as a request for adjustment and will be charged as an extra cost.

5.4 The submission of a complaint does not release the client from his payment obligations.

ARTICLE 6: CONFIDENTIALITY

6.1 FEAGLE and the customer, as well as their respective staff and / or freelance employees, undertake not to make public any information obtained from the other party in relation to the execution of the project and which must be regarded as confidential. It is also agreed that this information will not be used without the prior written consent of the other party. Both parties take all reasonable precautions to safeguard the interests of the other party. In particular, the customer will not make any statements about the approach, the operating procedures or the tender from FEAGLE nor about the reports that were made available to it, unless FEAGLE has given its written permission for this.

6.2 The customer is responsible for all information and data provided by FEAGLE in the context of the execution of the project.

6.3 The customer shall treat the link (provided to him by FEAGLE and granting access to the online platform) in a confidential manner and only make it available to his authorized staff.

6.4 Personal information is only intended for internal use by FEAGLE. The customer is entitled to inspection and improvement as provided for in the law of 8 December 1992 concerning the protection of private life. Notification of breaches of these general terms and conditions can be sent via e-mail via info@feagle.be or by letter to FEAGLE, Heiwijkerweg 61, 3690 Zutendaal, Belgium.

ARTICLE 7: INVOICES AND PAYMENTS

7.1 The total price of a project is invoiced as follows:

- a) An advance of 30% on the approval of the offer,
- b) 70% after 5 working days after the delivery of the marketing materials.

Unless otherwise agreed, the invoices of FEAGLE can be paid as follows:

- a) The advance payment of 30% when the quotation is approved within 15 days
- b) The final invoice for the remaining 70%: within 15 days after the invoice date.

7.2 Any complaint regarding the delivery or the service can never be invoked as a reason to postpone the payment of an invoice from FEAGLE.

7.3 All invoices that have not been paid at the appointed time, result by law and without prior notice in overdue debt of 12% on an annual basis. Each started month is considered as a full month.

In case of non-payment by the appointed date, the amount of the unpaid invoices is automatically increased by 10%, with a minimum of €250 and without prior notification.

7.4 Partial payments will be accepted by FEAGLE under all conditions and without any adverse consequences. Firstly, they will be allocated to any legal costs then to the interest due, subsequently to the fixed fee and finally to the amount of the invoice.

7.5 In the event of non-payment on the due date, FEAGLE reserves the right to discontinue all activities in the customer's services or deliveries to the customer. If necessary, FEAGLE will not be obliged to provide any form of compensation or payment to the customer.

In the event of non-payment on the due date of the invoice, FEAGLE reserves the right to reclaim the marketing materials without being obligated to make a legal decision first.

7.6 If the customer consists of two or more natural or legal persons, each of them is individually liable for the payment of the invoices, based on joint and several liability.

ARTICLE 8: COPYRIGHT

8.1 All intellectual property rights (including - but not limited to - copyrights, rights to software, database rights, trademark rights, etc.) on the marketing materials realized within the framework of the project - with or without the cooperation of the customer, will at all times be and remain the exclusive property of FEAGLE. With the exception of the license to use the marketing materials, no intellectual or other rights are granted to the customer.

8.2 Upon full payment of all invoices, FEAGLE grants the customer a personal, worldwide, non-transferable and exclusive license to use the marketing materials as an undivided whole.

Individual parts of the marketing materials that cannot be regarded as delivered material, such as - but not limited to - the used copy-writing, the used style of drawing, images, etc., and never be regarded as being part of that exclusive license. FEAGLE reserves the right to use such parts in the context of services for other customers and to grant licenses to them.

The customer is not allowed to change the marketing materials or to make edited or derived versions of it, not by himself or by calling on a third party. Any deviation from these license rights is subject to prior written permission from FEAGLE and will be the subject of a new offer.

8.3 If the customer asks FEAGLE to use self-supplied source material, FEAGLE will not acquire the intellectual property rights.

FEAGLE reserves the right to suspend or discontinue the project if requested by a third party due to an (alleged) infringement of the (intellectual property) rights of that party as a result of the use, the display, reproduction or publication in any form of material supplied by the customer.

The customer guarantees that he will assist FEAGLE and provide all information and cooperation to negate such a claim or reach an amicable settlement.

In all circumstances, the customer undertakes to compensate and indemnify FEAGLE against all debts, claims, fines, damages, expenses and (legal) costs that are, directly or indirectly, the result of the use, reproduction, reproduction or the publication of the supplied material.

8.4 The customer declares to be fully informed and agrees that all marketing materials made by FEAGLE may be used in the online portfolio of FEAGLE, on the website of FEAGLE or through another medium.

ARTICLE 9: LIABILITY

9.1 FEAGLE guarantees that its services will be provided in accordance with the General Terms and Conditions and to the best of its ability, without any guarantees with regard to the result of that service.

FEAGLE has the sole obligation to follow the project correctly and to deliver the marketing materials ordered by the customer.

The warranty obligation of FEAGLE is limited to the repair of the delivered marketing materials, without the right to compensation on account of the customer, and in so far as the shortcoming of the marketing materials was not caused by the customer or by a third party and insofar as such a demand for recovery should not be considered as a request for adjustment.

9.2 FEAGLE can in no case be held liable for indirect damage on the part of the customer, such as - but not limited to - loss of profit or loss, commercial or financial loss, loss of data, loss of customers, loss due to third parties take legal action against the customer, or damage resulting from non-compliance with the legislation.

9.3 The customer bears the risk related to the transport and storage of the delivered materials. It does not matter whether or not these materials are kept in the premises of FEAGLE before, during or after the realization of the project. Under no circumstances is FEAGLE responsible for damage to the delivered materials.

9.4 FEAGLE may invoke force majeure if it is unable to meet one or more of the obligations stated in these general terms and conditions, due to any event or circumstance for which it has no reasonable control, such as - but not limited to - fire, flood, industrial conflicts or

other operational disorders (announced or unannounced), war, embargoes, blockades, legal restrictions, riots, riots, government regulations, telecommunication problems, default of suppliers or unavailability of transport.

In such cases FEAGLE reserves the right to suspend its obligations as long as the situation of force majeure persists. If the force majeure lasts longer than three months, FEAGLE can dissolve the agreement by operation of law, without compensation.

ARTICLE 10: MISCELLANEOUS

10.1 FEAGLE reserves the right to terminate the agreement with the customer at any time and with immediate effect and to cancel any further progress in the confirmed order, without prior notice and without the payment of a fee, in the following circumstances:

- a) if the customer fails to comply (in time) with one or more of his contractual obligations);
- b) if the customer suspends his payments or applies for bankruptcy;
- c) in the event of bereavement of (one of the) owner(s) / major shareholder(s) of the company;
- d) in the event of liquidation or termination of the customer's activities or;
- d) in case of seizure of (a part of) the customer's assets.

With such a dissolution by FEAGLE

- (i) All claims of FEAGLE against the customer become immediately due and payable.
- (ii) The customer pays a fixed fee of 30% of the value of the confirmed order, with a minimum of € 750, without prejudice to the right of FEAGLE to demand a higher fee if higher damage has been proven (such as - but not limited to - additional costs caused by such a dissolution);
- (iii) The customer is obliged to return all materials already delivered by FEAGLE and is responsible for the immediate removal of the material from all digital media, in-house or in the management of external parties with whom the project was intentionally or unconsciously shared.

10.2 If the customer cancels a confirmed order for any reason,

- (i) all claims of FEAGLE on the customer become immediately due and payable;
- (ii) Pay the customer a fixed fee of 30% of the value of the confirmed order, with a minimum of € 750, without prejudice to the right of FEAGLE to demand a higher fee if higher damage has been proven (such as - but not limited to - additional costs caused by such a dissolution);
- (iii) The customer is obliged to return all materials already delivered by FEAGLE and is responsible for the immediate removal of the material from all digital media, either in-house or in the management of external parties with whom the project is consciously or unconsciously was shared.

Such cancellation by the customer is only valid if sent by mail or registered letter.

10.3 The rights and obligations arising from agreements with FEAGLE cannot be transferred to a third party, neither partially nor fully, without the prior written consent of FEAGLE.

ARTICLE 11: APPLICABLE LAW AND JURISDICTION

11.1 Any dispute and any claim arising from or in related to the current agreement will be submitted to the commercial court in Brussels. Only Belgian and European law apply to these general terms and conditions. Deviation from these general terms and conditions is only possible with explicit written permission. The customer recognizes e-mail traffic as legal evidence.

ARTICLE 12: PERSONAL DATA PROCESSING

12.1. FEAGLE and the customer acknowledge that in connection with the processing of personal data and the Agreement of the Belgian law of 8 December 1992 (hereinafter: "Privacy Act") and from 25 May 2018 the Regulation (EU) 2016/679 (hereafter: the "GDPR") applies which will replace the Privacy Act.

12.2. FEAGLE is only a processor in the sense of the aforementioned privacy legislation and processes the personal data solely for the benefit of or on behalf of the customer.

12.3. With these general conditions and in the context of the processing of personal data, the customer declares to have taken note and to accept the application thereof.