



Nuans law
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7 May 2022

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Bank
Bank J. Van Breda & C°
Brusselsesteenweg 213, BE-1850 Grimbergen (België)
IBAN: BE83 6451 4705 0015 — BIC: JVBABE22

INVOICE

	<u>Amount</u>	<u>Price</u>	<u>Total</u>
Share Purchase Agreements - Belgian Law and Practice	1	150,943 €	150,94 €
		Nettobedrag	150,94 €
		Verzending	7,55 €
		BTW 6%	9,51 €
		TOTAL	168,00 €

Online payment tr_2gTEUnNQGL with bancontact on 07/05/2022.

CONTRAST EUROPEAN & BUSINESS LAW BV

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Brussels Trade Register — VAT BE 0847.036.860

GENERAL TERMS AND CONDITIONS OF SALE

1. IDENTITY OF THE SELLER

contrast European & Business Law BV, Minervastraat 5, 1930 Zaventem, Belgium (hereafter referred to as "we" or "our")
Customer service e-mail address: books@contrast-law.be
Company number: 0847.036.860
VAT number: BE 0847.036.860
Website: www.contrast-law.be

2. SCOPE OF APPLICATION

2.1. These general terms and conditions of sale are applicable to every offer, purchase order, order confirmation or invoice with respect to our products offered on our website.
2.2. Customers must be at least 18 years of age to place an order. For customers younger than 18 years, orders must be placed by a parent or legal guardian. We reserve the right to refuse orders that have been placed by minors.
2.3. Every order that is placed online implies prior acknowledgment and explicit acceptance of these terms and conditions. These terms and conditions can be consulted on our website at all times.
2.4. For professional customers, acceptance of these conditions implies that the customer renounces in full the application of his own terms and conditions (of purchase).

3. OFFER AND ORDERS

3.1. When an offer is of limited validity or is made subject to conditions, this will be mentioned explicitly in the offer.
3.2. Availability of products: the products that we offer for sale are displayed on our website on the day and time the customer consults the website. We will undertake all reasonable steps to ensure that we can fulfill our customers' orders. We are however not liable for any damage that may arise from the unavailability of a product. When a product that has been ordered is not available, we will inform the customer of the entire or partial cancellation of his order via e-mail. In the event payment has been made by the customer prior to such cancellation, we will refund the customer as soon as reasonably possible.
3.3. Our website contains a good faith description of the products as well as the order process. We are not liable for damages that may arise from any mistakes in such description of the products or order process. We will take all reasonable steps to ensure that mistakes that have been brought to our attention are rectified as soon as reasonably possible.
3.4. In order to purchase a product, the customer must place such product in his shopping basket. The customer can finalize his purchase in accordance with the instructions provided on our website. The customer's purchase is final upon receipt of an order confirmation via e-mail.
3.5. Notwithstanding the right of consumers to withdraw their order in accordance with Article 9 below, orders cannot be cancelled.

4. PRICE

4.1. The prices on our website are in Euro, VAT included and including all administrative costs and other services. Prices do not include transport and shipment costs, which will be mentioned on our website upon finalizing the order. Transport and shipment costs are included in Article 6.2 below as well.
4.2. We reserve the right to adjust prices at all times. Products will however always be invoiced in accordance with the price that was applicable at the time of placement of the order of such products.

5. PAYMENT

5.1. Payment must be made on our website with any of the payment methods mentioned on our website. Such payment methods will be set forth upon completion of an order.
5.2. In case of payment with a credit or debit card, orders will be completed upon receipt of clearance from the relevant card issuer. We cannot be held liable for any delay in delivery or non-delivery which is due to the refusal of the card issuer to perform the payment transaction.
5.3. In order to ensure safe online payment and protection of our customers' personal data, we have implemented the required technical and organizational measures in view of the protection of the electronic transfer of data.

6. DELIVERY

6.1. All products will be delivered at the address that has been designated by the customer during the online order process and in accordance with the modalities set forth during such process. For each order, the customer can only designate one address. The customer is bound by the information that he has provided in the online order process. We cannot be held liable for damage arising from the provision of incorrect information.
6.2. We deliver products worldwide. The following transport and shipment costs apply:
6.2.1. The shipping cost is calculated on the basis of the parcel weight and the delivery country. For Belgium, the shipping cost is between € 8 and € 12.50. For the rest of Europe and the USA, the shipping cost is between € 18.40 and € 100.40. For the rest of the world, the shipping cost is between € 67.60 and € 198.80.
6.3. We aim to have our products delivered within 8 working days upon receipt of payment. The delivery dates are indicative and not binding. Failure to respect such delivery dates shall not entitle the customer to any right of compensation.
6.4. When the product leaves our storage facility, the customer receives an e-mail with a track and trace number that allows the customer to follow his package. This package will include a delivery note with an overview of the ordered products.
6.5. The products will be delivered to the customer or any other person that is present at the designated delivery address. As of delivery of the products, any risks of loss or theft of, or damage to, products shall pass to our customer. We cannot be held liable for any damage that may arise from receipt of a delivery by a person, other than our customer, present at the designated delivery address. In case nobody is present at the designated delivery address, our courier will leave behind a message with further instructions regarding delivery and/or pick-up of the order. If a customer fails to accept delivery in accordance with such instruction, we will not be held liable for any damage that may arise as a result thereof.

7. WARRANTIES AND NOTIFICATION OF CLAIMS

7.1. The customer shall inspect and examine whether the quality and quantity of the products correspond with his order. A claim for non-conformity in quantity or for visible defects must be notified in writing to our customer service within seven (7) days following the delivery date. Absent such notification within seven (7) days, the customer is no longer entitled to submit a complaint for non-conformity in quantity or for visible defects. Our customer service will provide the customer with instructions for return of the products. In any event, a customer may only return a product after our written confirmation. This Article 7.1 is without prejudice to Article 7.2.
7.2. Consumers also enjoy a legal warranty in accordance with Article 1649bis until 1649octies of the Belgian civil code. A complaint for hidden defects of a product can in any event be notified to our customer service in writing at the latest within two (2) months after the discovery of such defect. Absent such notification within two (2) months after the discovery of the hidden defect, the customer is no longer entitled to submit a complaint for non-conformity. Our customer service will provide the customer with instructions for return of the products. In any event, a customer may only return a product after our written confirmation.
7.3. For professional customers, claims for hidden defects must be made within a period of six (6) months after delivery to the customer and within fifteen (15) days following the discovery of the defect by the professional customer. Any such notice must be in writing and must include reasonably detailed

information on the products and the defects in respect of which the customer raises the claim.

8. LIABILITY

8.1. Our warranty provided for visible or hidden defects covers the replacement of the products or their refund, at our sole discretion, with the express exclusion of any other warranty. We cannot be held liable for any damage incurred by a customer because of visible or hidden effects. We can in any event not be held liable if the customer's damage arises from the customer's misuse of the products. Only the customer is responsible for the use he makes of the products.
8.2. We cannot be held liable for any damages, disadvantages or inconveniences that arise from the use of the internet, in particular any disruption of our services, foreign hacking or viruses.
8.3. We are only liable for damage caused due to non-compliance with our contractual obligations, if and insofar as this damage is caused by our fraud, deception or intentional failure. Without prejudice to Article 8.1, in the event that we are held liable for any damage in relation to the customer, our liability is limited to the invoice value of the order or the part of the order to which the liability pertains.

9. RIGHT OF WITHDRAWAL OF CONSUMERS

9.1. Consumers are entitled to withdraw their online order without payment of any penalties or providing reasons. The withdrawal period will expire after fourteen (14) days from the day on which the consumer acquires, or a third party other than the carrier and indicated by the consumer acquires, physical possession of the products.
9.2. The consumer must inform us of his decision to withdraw his order prior to the expiration of the withdrawal period included in Article 9.1 above. To this end, the consumer may use model withdrawal form attached to these terms and conditions, but it is not obligatory. The decision to withdraw must be sent to the e-mail address or postal address included in the model withdrawal form.
9.3. After the consumer has informed us of his decision to exercise his right to withdraw his order, the consumer must send back the goods or hand them over to us without undue delay and in any event not later than fourteen (14) days from the day on which the consumer communicates his withdrawal to us. The deadline is met if the consumer sends back the goods before the period of fourteen (14) days has expired. The products must be returned in their original package. The consumer will have to bear the direct costs of returning the products.
9.4. We will reimburse the consumer all payments received from the consumer, including the costs of delivery (with the exception of the supplementary costs resulting from the consumer's choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen (14) days from the day on which we are informed about the decision to withdraw. We may however withhold reimbursement until we have received the goods back or the consumer has supplied evidence of having sent back the products, whichever is the earliest. We will carry out such reimbursement using the same means of payment as the consumer used for the initial transaction, unless the consumer has expressly agreed otherwise; in any event, the consumer will not incur any fees as a result of such reimbursement. The consumer is only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the products.
9.5. If any of the foregoing provisions are not adhered to, we will not accept the return of the products and will not proceed with the refund. We reserve the right to refuse any further orders in case of repeated, abusive returns.

10. PRIVACY

10.1. In the context of online sales, we will collect (personal) data of the customer (i.e. the individual or in case of a legal entity, the individual / individuals acting on behalf of the customer).
10.2. The (personal) data that are collected include the name, address, profession, company, VAT number, email address and telephone number of the customer.
10.3. The customer (i.e. the individual, or in case of a legal entity, the individual / individuals acting on behalf of the customer) hereby gives his explicit consent to process the aforementioned (personal) data in accordance with the conditions set out in this Article.
10.4. The communicated (personal) data will be processed in accordance with the provisions of the Act of 8 December 1992 on the protection of privacy with regard to the processing of personal data (as amended). We are responsible for the processing, and will process the (personal) data for:
10.4.1. the execution and completion of the online order;
10.4.2. the management of electronic payments;
10.4.3. fraud prevention; and
10.4.4. to keep the customer informed of recent changes and innovations within our company or any of our affiliated companies and for marketing purposes (mailings) by us or any of its affiliated companies (e.g. newsletters).
10.5. The (personal) data communicated will not be kept longer than necessary. We have taken all possible legal and technical precautions to prevent unauthorized access and use. We are in no way responsible for identity theft, data theft or computer crime. In case of an intrusion into the computer systems, we will take as soon as practically possible all possible measures to mitigate and minimize damage and/or theft.
10.6. The persons mentioned in this provision whose (personal) data are processed have the right to inspect and correct the (personal) data related to them that is processed in our files. This inspection and correction right may be exercised by letter (sent to above mentioned postal address) or e-mail (sent to books@contrast-law.be). Each customer has the right to have his or her personal data erased and no longer processed unless such processing is necessary for us to comply with a legal obligation. If a customer merely wishes to no longer receive our personalized messages or newsletter, he/she can let us know by using the opt-out button included at the bottom of our e-mails. Finally, if a customer has not given his or her consent, such customer may also object the (partial) processing of his or her personal data.
10.7. Finally, each customer has the right to submit a complaint with the data protection authority of the country where he or she resides in case such customer believes that the relevant legal provisions are not adhered to.

11. FORCE MAJEURE

We are legally released of, and not obliged to comply, wholly or partially, with, any obligation vis-à-vis the customer in case of an event of force majeure, which shall include (but not be limited to) fire, explosion, typhoon, flood, war, riot, stoppages of work, industrial action, any form of governmental intervention, breakdown of plant or machinery (including transportation), shortages or unavailability from our usual sources of products, or any other circumstances beyond our reasonable control.

12. COMPLAINTS

If a customer has a complaint about our products or services, he can submit such complaint to us via e-mail (books@contrast-law.be). We aim at handling such complaint within seven (7) working days.

13. MODIFICATION OF THESE TERMS AND CONDITIONS

We reserve the right to amend these terms and conditions at all times without prior notification. The applicable terms and conditions will be published on our website on the day these terms and conditions become applicable. The terms and conditions applicable on the day of the customer's order will in any event be applicable to such customer's order.

14. APPLICABLE LAW AND JURISDICTION

All agreements arising out of or in connection with these Conditions shall be governed by the laws of Belgium. All disputes resulting from any agreement arising out of or in connection with these conditions shall be subject to the exclusive jurisdiction of the courts of Brussels (Dutch chambers).

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