

MASTER GENERAL TERMS AND CONDITIONS

Article 1. Application of the General Terms and Conditions

1.1 These Master General Terms and Conditions apply to all commercial relationships between TCOFLEET BV and its clients, unless expressly agreed otherwise in writing. They form the basis for all individual Special Terms and Conditions applicable per service. In case of conflict, the Special Terms and Conditions prevail.

1.2 The client's general terms and conditions are rejected at all times, even if no explicit objection is raised. Under no circumstances can there be any tacit acceptance by TCOFLEET BV.

Article 2. Definitions and General Provisions

2.1 In these terms and conditions, the following terms have the meanings described below.

- Service Provider: TCOFLEET BV, a company incorporated under Belgian law, with registered office at Noorderlaan 133/37, 2030 Antwerp, registered with the CBE under number BE 0717.968.462.
- Client / Principal: The legal entity or natural person acting in the course of its professional activity and with whom TCOFLEET BV has entered into an Agreement.
- Agreement: Any contract or purchase order between TCOFLEET BV and the Client, including these Terms and any Special Terms and Conditions.
- Special Terms and Conditions: The supplementary terms applicable to a specific service (Consultancy or Software Services).
- Services: All deliverables provided by TCOFLEET BV, including consultancy, software services, licences and support.
- Confidential Information: Any information designated as confidential or that must reasonably be regarded as confidential by reason of its nature or the circumstances.
- Business Day: Any day other than Saturday, Sunday and Belgian public holidays.

2.2 Formation and hierarchy of documents

2.2.1 An Agreement is concluded at the moment TCOFLEET BV sends a written order confirmation or commences the performance of the Services, whichever occurs first.

2.2.2 In the event of conflict between documents, the following order of precedence applies (from highest to lowest priority):

- Written special derogations signed by both parties
- Special Terms and Conditions for the relevant Service
- These Master General Terms and Conditions
- Purchase orders, quotations and other commercial documents

2.2.3 Any purchase conditions or other general terms and conditions of the Client are expressly excluded, unless TCOFLEET BV has expressly accepted them in writing.

Article 3. Performance of the Services

3.1 TCOFLEET BV undertakes to perform the Services with the care and professionalism to be expected of a reasonably skilled and competent service provider in the industry.

3.2 The performance timelines indicated by TCOFLEET BV are indicative unless expressly designated as binding in writing. Exceeding an indicative timeline does not entitle the Client to compensation or termination of the Agreement.

3.3 The Client undertakes to provide all information, access and cooperation reasonably necessary for the proper performance of the Services. Any delay or damage resulting from the failure or late fulfilment of this obligation is at the Client's expense.

3.4 TCOFLEET BV has the right to engage third parties for the performance of certain parts of the Services, provided this is not contrary to the Special Terms and Conditions or the Agreement.

Article 4. Client Obligations

4.1 The Client warrants the accuracy, completeness and lawfulness of all information it provides to TCOFLEET BV.

4.2 The Client shall inform TCOFLEET BV in a timely manner of all circumstances that may affect the performance of the Services.

4.3 The Client shall ensure an adequately secured environment for accessing and using the Services and is responsible for the access credentials it provides.

Article 5. Prices and Invoicing

5.1 All prices are exclusive of VAT and other government levies, unless expressly stated otherwise.

5.2 TCOFLEET BV reserves the right to adjust its rates annually on the basis of the Belgian consumer price index (health index). TCOFLEET BV shall notify the Client of this in writing at least 30 days in advance.

5.3 Invoices are payable within 30 calendar days of the invoice date, unless a different period is agreed in the Agreement or Special Terms and Conditions.

5.4 In the event of late payment, the Client shall automatically and without prior notice of default owe late payment interest equal to the reference rate plus 8 percentage points in accordance with the Late Payment Act, as well as a fixed compensation of 10% of the outstanding amount (with a minimum of EUR 150).

5.5 TCOFLEET BV reserves the right to suspend the performance of the Services in the event of a payment arrear of more than 15 Business Days, after prior written notice.

Article 6. Invoice Disputes

6.1 Any invoice disputes must be communicated in writing with reasons to TCOFLEET BV within 14 calendar days of the invoice date, failing which the invoice shall be deemed irrevocably accepted.

6.2 A dispute does not suspend the payment obligation for the undisputed portion of the invoice.

Article 7. Intellectual Property Rights

7.1 All intellectual property rights in the software, documentation, methods, processes and other materials developed or used by TCOFLEET BV shall at all times remain the property of TCOFLEET BV or its licensors, unless expressly provided otherwise in the Special Terms and Conditions.

7.2 The Customer is granted only limited, non-exclusive rights of use that are expressly granted in the Agreement or Special Terms and Conditions. Any use beyond these rights is prohibited.

7.3 The Client warrants that the information, data or materials it provides to TCOFLEET BV do not infringe the rights of third parties. The Client shall indemnify TCOFLEET BV against all third-party claims in this regard.

Article 8 — Confidentiality

8.1 Both parties undertake to treat all Confidential Information received in the context of the Agreement strictly confidentially and to use it solely for the purposes of performing the Agreement.

8.2 This confidentiality obligation does not apply to information that (i) was already public at the time of receipt, (ii) was independently developed by the receiving party, or (iii) was required to be disclosed pursuant to a legal obligation.

8.3 The confidentiality obligation continues for a period of 3 years after termination of the Agreement.

Article 9 — Limitation of Liability

9.1 The total liability of TCOFLEET BV for all direct damages in connection with an Agreement is limited to the amount actually paid by the Client in the 12 months prior to the damage-causing event, with an absolute maximum of EUR 25,000 per incident.

9.2 TCOFLEET BV shall in no event be liable for indirect damages, consequential damages, lost profits, loss of data, reputational damage or damage resulting from business interruption.

9.3 The limitations of liability in this article do not apply in the event of wilful misconduct or gross negligence on the part of TCOFLEET BV, or in cases where limitation is prohibited by law.

Article 10 — Force Majeure

10.1 TCOFLEET BV shall not be liable for any failure or delay in performance resulting from circumstances beyond its reasonable control, including but not limited to: natural disasters, pandemics, government measures, strikes, failures of external service providers or internet connection outages.

10.2 TCOFLEET BV shall inform the Client as soon as possible of the occurrence of force majeure and its expected duration. If the force majeure situation lasts longer than 60 calendar days, each party shall have the right to terminate the Agreement without compensation.

Article 11 — Duration of the Agreement

11.1 The duration of the Agreement is determined in the Special Terms and Conditions or the individual order confirmation.

11.2 Unless otherwise agreed in the Special Terms, a fixed-term Agreement is not tacitly renewed. An open-ended Agreement may be terminated by either party with a notice period of 3 months, unless a different period is specified in the Special Terms and Conditions.

Article 12 — Early Termination and Dissolution

12.1 Either party may terminate the Agreement with immediate effect in the event of a serious and persistent breach by the other party, provided that party has first been given written notice of default and a reasonable period of at least 15 Business Days to remedy the breach.

12.2 TCOFLEET BV may terminate the Agreement immediately and without prior notice of default if the Client has been declared bankrupt, has initiated judicial reorganisation proceedings or has ceased its payments.

12.3 Upon termination, the provisions relating to payment, intellectual property, confidentiality and liability shall remain in force to the extent that they are by their nature intended to survive.

Article 13 — Processing of Personal Data

13.1 To the extent that TCOFLEET BV processes personal data as a processor within the meaning of applicable data protection legislation (GDPR) in the context of performing the Services, the parties shall enter into a separate data processing agreement (DPA) forming an integral part of the Agreement.

13.2 TCOFLEET BV processes the Client's contact data as data controller for the purposes of client management, invoicing and contract management. The privacy policy of TCOFLEET BV applies, available at www.shiftbox.io/privacy.

13.3 Both parties undertake to comply with applicable data protection legislation, including the GDPR (EU 2016/679) and Belgian implementing legislation.

Article 14 — Governing Law and Jurisdiction

14.1 These Terms and all Agreements are exclusively governed by Belgian law.

14.2 All disputes arising from or related to these Terms or the Agreements shall be submitted exclusively to the competent courts of the judicial district of Antwerp, Antwerp division, unless mandatory legal provisions designate another court.

Article 15 — Amendments to the Terms and Conditions

15.1 TCOFLEET BV reserves the right to amend these Terms and Conditions. Amendments shall be communicated to the Client in writing at least 30 days before they take effect.

15.2 If the Client does not agree with an amendment, it may terminate the current Agreements before the amendment takes effect, failing which it shall be deemed to have accepted the amendment.

Article 16 — Miscellaneous Provisions

16.1 Severability: If any provision of these Terms is void or unenforceable, this shall not affect the validity of the remaining provisions. The parties undertake to replace the void provision with a legally valid provision that most closely reflects the original intent.

16.2 No waiver: The failure by TCOFLEET BV to exercise a right does not constitute a waiver of that right.

16.3 Entire agreement: These Terms and the Special Terms and Conditions constitute the entire agreement between the parties with respect to their subject matter and supersede all prior oral or written agreements in this regard.

16.4 Assignment: The Client may not transfer its rights or obligations under the Agreement to a third party without the prior written consent of TCOFLEET BV.