

I-CARE GENERAL TERMS AND CONDITIONS OF SALE AND SERVICES

Preamble – definitions

I-CARE shall mean the company Industrial Consulting Automation Research Engineering SPRL, which has its registered office at Rue René Descartes 18, 7000 MONS (Belgium); Mons Register of Legal Entities 0867.368.951.

These general terms and conditions apply to all I-CARE's past, present and future contractual relationships with its clients, unless provided otherwise in specific arrangements (estimates, offers, purchase orders, etc.). The term "Contract" shall mean these general terms and conditions plus, where applicable, the offer made to the Client concerning the supply of goods or provision of services and any contract signed by the client.

1. General

These general terms and conditions shall always take precedence over any general terms and conditions or any other document emanating from the Client. The fact of not invoking the provisions of these general terms and conditions at a particular point may not in any circumstances be considered as a waiver of the right to invoke them subsequently.

Any change to the terms and conditions of the Contract must be the subject of a written amendment signed and dated by the Parties or recorded in an exchange of emails between the parties, in respect of which I-CARE may require a secure exchange of signatures.

These general terms and conditions apply to all sales of products, provision of services, provision or hire of equipment or other undertakings of whatever type made by I-CARE, except where specific general terms and conditions have been notified to the client. This refers in particular (list not exhaustive) to: the sale, hire and provision of equipment, the provision of services relating to vibration analyses and temperature monitoring, remote diagnostic services (periodic or with 24/24 hour alarm). They apply immediately to all orders, including prior ones, and to any change to an order made by any means (in particular email, fax, oral order confirmed by an email from I-CARE, etc.), placed with I-CARE.

The Client also accepts that the language of the contract shall be French. In the case of translation into another language and a discrepancy between the French text and the translated text, the French text shall prevail.

The products and services sold by I-CARE are intended for industry and trade clients. By placing an order, the client accepts that it is acting exclusively for professional purposes and not for private purposes.

Notwithstanding the provisions of article 1, paragraph 2, I-CARE may modify the content of these general terms and conditions. Any change shall take effect immediately in respect of any new contracts. In the case of existing contracts concluded for an unlimited period, the change shall take effect two months after the date on which it was notified by I-CARE to its client.

2. Creation of the Contract

Evidence of any order or change to an order (including after acceptance of the offer) may be provided by any legal means including: exchange of emails between the parties, email sent by I-CARE and not disputed, service provided by I-CARE without dispute or opposition by the client. In all cases, where an offer made by I-CARE is followed by the start of performance, without immediate reservation or opposition from the client, such I-CARE services shall be deemed to have the client's agreement to the offer made.

If the client orders online (by internet), it must complete in full the form to be found on the website www.icareweb.com, and confirm its acceptance of the contract terms and conditions and these general terms and conditions in the manner indicated on this form. Once the form has been submitted by the client and the advance payment has been made or price payable at this point has been paid, the order may be considered by I-CARE as firm and final.

In the event of complete or partial cancellation of the order, I-CARE reserves the right to claim compensation amounting to thirty per cent of the sum agreed for the sale of products or provision of the service.

The order may not be cancelled once provision of the services or the delivery of the equipment has begun, unless the client pays for the entire service.

I-CARE may require an advance payment at the time of conclusion of the Contract.

I-CARE shall archive the purchase orders and invoices using a reliable, durable medium which shall constitute a true copy. I-CARE's computerised records shall be considered by the parties as proof of communications, orders, payments and transactions between the parties.

Except in the case of a finite term referred to in the offer or the order, any Contract is deemed to be concluded for an unlimited period. In this latter case, it may be terminated on one month's prior notice given by registered letter by one of the two parties.

3. Period of validity of offers

Unless withdrawn beforehand, I-CARE's offer shall be valid for the period referred to therein or, if no period is specified, for thirty days from the date thereof.

4. Prices

The prices do not include (a) Value Added Tax, or (b) other taxes, duties, customs duties and other similar charges which would be due as a result of performance of the Contract.

Any specific term or condition which has been negotiated between the parties to the Contract is unique and non-renewable and only applies under the conditions defined by the two parties.

In the case of a sale, the prices (a) relate to the Goods supplied ex works (EXW) at the point of dispatch from I-CARE, excluding freight, insurance and handling and (b) unless stated otherwise, do not including packaging. If the goods have to be packed, the packaging shall be invoiced separately and shall not be returnable to I-CARE.

Whether in the case of the sale of goods or the provision of services, travel, accommodation and meal costs and all ancillary costs are never included in the estimates or offers (even fixed price offers) negotiated by I-CARE. Such costs shall be invoiced additionally to the Client.

In all cases of subscription to I-CARE services or the hire/provision of equipment, the client undertakes to pay the specified price/rent/fee on the due dates in the contract throughout the specified period.

In general terms, the price specified between the parties for I-CARE's goods/services relates exclusively to what was stated in the order. Any amendment/supplement to such order may result in an increase in the price.

I-CARE reserves the right at any time to change the prices stated in its catalogues or brochures or on its website, provided always that the price and terms and conditions applicable to the buyer shall be those confirmed by I-CARE at the time of the order.

5. Invoicing and payment

Payment shall be made: (a) in full, with no offset, counterclaim or retention (except if required by law) and (b) in euros thirty days from the invoice date, unless provided otherwise, Goods shall be invoiced after notification of availability for collection or shipment if this is undertaken by I-CARE. Services, as well as rentals / supply, shall be invoiced once a month in arrears or at the end of provision thereof if this occurs earlier.

Without prejudice to I-CARE's other rights, it reserves the right: (1) to invoice, automatically and without formal notice, the interest on outstanding amounts at a rate equal to the interest rate applied

by the European Central Bank to its main refinancing operation, plus 7% for the full period of arrears, (2) to suspend performance of the Contract (and in particular to suspend shipment) if the Client fails to make a payment on the due date under the Contract or another Contract having a clear link to the Contract, (3) to require at any time any payment guarantee that I-CARE may consider reasonable, and (4) to increase the amount of such invoice (by 10% subject to an absolute minimum of two hundred and fifty (250.00) euros for administrative expenses incurred, notwithstanding the right to claim fair compensation for the loss suffered).

Any claim by the Client relating to an invoice shall be sent within fifteen calendar days of the date on the invoice. The claim must be notified to I-CARE in writing by registered letter stating the precise reason for the claim. If no claim is received within the specified period, I-CARE shall deem the invoice to have been accepted in full by the Client.

6. Specific clauses applicable to the supply of goods (sale, goods hired out or provided)

Use of the equipment

Equipment and products supplied and provided to the Client must be used in accordance with the standards specified in the instruction manuals.

The Client (1) accepts the Goods and Services in accordance with the above restriction, (2) undertakes to communicate such restrictions in writing to all subsequent Clients or users, and (3) undertakes to defend I-CARE and its Subsidiaries, to bear all the costs of the defence of I-CARE and its subsidiaries, including the fees and costs of advice, to indemnify them and release them from liability in the event of claims, losses, liabilities, legal actions, judgements and damages, including consequential losses, resulting from the use of the Goods in nuclear applications or those associated with the nuclear sector, whether the grounds for the action are extra-contractual, contractual or otherwise, including allegations involving the civil or criminal liability of I-CARE and its subsidiaries, for negligence or strict liability.

Description

Descriptions, dimensions and weights and the details in photos and drawings and other characteristics shown in I-CARE's catalogues or brochures are approximate, non-binding indications which do not impose any obligation on I-CARE.

Packaging

The goods are packed in accordance with I-CARE's standard practice. I-CARE reserves the right to dismantle the equipment in order to facilitate packing or dispatch. In the case of a specific requirement by the client in relation to the packaging, it shall bear the additional cost incurred by I-CARE as a result of such modifications.

Delivery – Shipping costs

Unless expressly agreed otherwise, the Client shall exempt I-CARE from providing prior notification of shipping. The method of shipment shall be at I-CARE's discretion. The costs of transport, shipping and return of the goods and equipment shall always be borne by the client.

Installation

The services relate solely to the installation described on the purchase order, to the exclusion of anything not expressly mentioned.

The Client must ensure that the equipment or products supplied are installed in a location allowing a rational arrangement and normal conditions of assembly, use and maintenance. The Client shall bear the costs of installation and ensure maintenance of the equipment through the manufacturer, unless provided otherwise.

Supply time – Response time

The supply/response time contained in our offers is not binding on I-CARE. It only applies on conclusion of the Contract.

If I-CARE is delayed in or prevented from fulfilling its obligations due to the behaviour or default of the Client or its agents (in particular failure to provide specifications, scale drawings for the work and/or other information that I-CARE could reasonably require in order to fulfil its obligations, additional requests from the client involving a change to the order), the supply/completion time and price shall be adjusted as a result.

In the case of a delay in supply due to an act or omission by the Client or if, after having received notification of the availability of the goods for collection, the Client does not take delivery thereof or does not provide adequate delivery instructions, I-CARE shall be entitled to deposit the goods in an appropriate storage facility, at the Client's expense.

Maintenance

Once the legal warranty period has expired, any telephone, electronic or on-site support, repair or calibration shall only be provided if the Client has concluded a maintenance Contract with I-CARE.

Warranty - Liabilities

Any item supplied or service provided is deemed to be in accordance with the order unless a claim is formulated within five days of supply of the item or provision of the service. Any other claim or dispute must be formulated in writing (registered letter) within eight days of receipt/supply of the goods or work. Such claims do not in any circumstances suspend the payment obligation.

Even where the warranty is invoked and in all cases of damage caused to the client, I-CARE's liability is limited to direct, foreseeable damage, to the exclusion of any consequential loss (expenses, loss of profit, loss of amenity, additional cost of obtaining a similar or equivalent product, etc.). Damages and any interest claimed against us may never exceed the total amount excluding VAT stated in the estimate and already paid by the client. Our liability is always excluded in the case of damage caused jointly by a defect in our products and the fault of the victim or a person for whom the victim is responsible.

The goods supplied by I-CARE shall only have the warranty provided by the original manufacturer, which shall in all cases be limited to defects identified within 12 calendar months from the goods being put into service or 18 calendar months after delivery (whichever is the earlier) and 90 days after delivery in the case of consumables and spare parts.

In order to take advantage of the warranty, any defect identified must be notified to I-CARE within fifteen calendar days of the date on which the defect was identified.

Outside the warranty period referred to in the previous paragraph, the client shall in certain cases have the option, when placing the order, of taking out an extended warranty. This additional warranty shall be granted at a price and on terms and conditions defined at the time. Unless provided otherwise, these general terms and conditions shall apply to this additional warranty.

By prior agreement with and at the discretion of I-CARE, the client may take out an extension to the warranty during the contract, at the end of or after the basic warranty period, on terms and conditions to be defined at the time by I-CARE.

In the case of hired equipment (leased to the client) or provided to the client for a fixed period, I-CARE shall guarantee that the equipment is in good working order during the time that it is hired or provided. In the event of a fault in or malfunction of the equipment during this period, I-CARE shall replace the equipment or defective components so as to enable normal use of the equipment until the end of the contract.

Whether the equipment is sold, hired or provided, I-CARE shall not be liable for any defect caused by: normal wear and tear on the materials or a manufactured element made, supplied or specified by the Client, failure to comply with I-CARE's instructions on storage, installation, operation or the environment, failure to carry out proper maintenance, a modification or repair without prior written authorisation from I-CARE, or the use of unauthorised software or spare parts. On request, the Client shall reimburse the costs incurred by I-CARE in investigating such defects and rectifying them. The Client shall remain solely liable on a permanent basis for the adequacy and accuracy of all information that it provides to I-CARE under the Contract.

Components or equipment that may be replaced may have different characteristics from the original product. We shall, however, do everything possible to provide an identical replacement. In all cases the product replaced shall have at least the same functionalities as the original equipment. Any equipment and any component removed and replaced shall become our property.

No replacement of components/equipment under warranty shall be made unless the defective equipment/components are returned to I-CARE.

No guarantee is provided in the event of failure to comply with the technical specifics of the product, of which the client acknowledges it has been fully informed, or in the case of use or operation by the client or a third party not consistent with good practice.

Any guarantee is always excluded:

- In the case of inappropriate use or installation of the system or equipment; in the case of work, maintenance or handling of the equipment by persons not authorised and/or not part of I-CARE
- In the case of failure to comply with electrical standards or damage caused by any modification to the electrical equipment
- In the case of any deterioration or problem of a purely aesthetic nature that has no impact on the properties of the equipment.
- In the case of storage, packaging, handling or transport not in conformity with the nature of the equipment and the recommendations.
- In the case of damage due to external causes such as (but not limited to): lightning, miscellaneous debris, falling objects or the like, pollution, soot, salt, acid rain, corrosive discharges, any uncontrollable natural element, power cuts or surges, fire, abnormally aggressive environment, etc.
- In the case of modification or use combined with other systems not supplied by I-CARE

The above constitutes the terms and condition of the warranty given by I-CARE and the Client's only recourse in the event of breach thereof. No statement is made, no guarantee given and no condition granted, explicitly or implicitly, in relation to the quality, suitability for a given use or other similar characteristic of the goods or services.

In the event of invoking the warranty, the client shall be responsible for returning the equipment in question, but at I-CARE's cost, with the method and cost of return approved in advance by I-CARE. The client shall ensure that the equipment returned is packed in a manner appropriate to its nature.

In all cases where the warranty is invoked, I-CARE shall examine the equipment on receipt. In the event that the warranty does not apply, for one of the reasons set out above, I-CARE shall notify the client thereof. In this case, the costs of returning the defective equipment and the costs of shipping the new equipment shall be borne by the client.

The above paragraph shall also apply in all cases where the defective equipment has not been returned to I-CARE by the specified means, within the month following the date on which the warranty was invoked.

Reservation of title clause

The equipment or products supplied shall remain the property of "I-CARE" until payment of the price in full. Notwithstanding the above, all risks relating to the equipment and products are transferred to the client as soon as these leave I-CARE's premises. The client shall therefore be responsible for ensuring that it insures, at its cost, the equipment and products supplied as soon as they leave I-CARE's depots.

In the case of equipment hired or provided to the client, the equipment shall naturally remain the property of I-CARE throughout the duration of the contract. Unless agreed otherwise, I-CARE shall be authorised, automatically and without prior notice or warning, to take back the equipment at the end of the contract or in the case of failure by the client to fulfil its obligations.

While I-CARE remains the owner of the equipment, the Client is prohibited from selling the said equipment or said products, processing them, providing them as a pledge or surety or lending them to third parties in any form whatsoever, or disposing of them in any way whatsoever.

In the event of failure to comply with the above three paragraphs, a penalty of 20% of the selling price of the equipment shall be payable by the Client (in addition to the full selling price of such equipment and any interest on arrears).

Throughout the duration of the hire contract, the client shall ensure that a notice stating that the equipment is the sole property of I-CARE shall be kept attached to such equipment.

In the case of seizure or any other claim which third parties might be liable to make in respect of rights relating to the equipment or products, **the Client shall have a duty to inform I-CARE immediately so that the latter may preserve its rights.**

7. Specific clauses applicable to the provision of services

Services provided

The services provided are solely those described in I-CARE's offer or in the client's purchase order.

Where the services involve the provision of equipment, all the provisions of article 6 shall apply to such equipment, insofar as they are compatible with simple provision or hire.

Charge rates

The services provided are solely those described in I-CARE's offer or in the client's purchase order.

Where I-CARE provides equipment on hire or makes it available to its clients, on payment of a hire charge or periodic fee, the client shall have an obligation to pay the amounts due until expiry of the contract term, even if such contract is terminated early.

Where the services involve the provision of equipment, the offer may refer both to I-CARE's remuneration for the hire / provision of such equipment, and to the services associated with the use of such equipment.

The services shall be invoiced on the basis of the time spent at an hourly rate depending on the complexity of the problem: the more complex the problem, the more personnel will be involved at a high hourly rate. The offers of services are made on the basis of an estimate of the time to be spent by qualified personnel, based on the information provided by the Client.

The prices quoted for the services must be considered as estimates and are not binding on I-CARE, unless I-CARE and the Client have agreed a fixed price for a specific service.

The rates quoted by I-CARE shall be valid only for machines in operation at the time of the I-CARE service engineer's visit. If a machine is not in operation, either its measurement shall be postponed until the next visit without the engineer having to inform the Client, or he shall wait for it to be started up by the Client at a rate of 150 €/hour of waiting.

Service schedule

A service schedule may be drawn up by the two parties on signature of the Contract. Such schedule shall be valid for the duration of the Contract. Any unscheduled work shall be the subject of a prior request made at least 24 hours before the start of the service.

Non-compliance with the schedule shall not in any circumstances give rise to any liability on the part of I-CARE, or to termination of this Contract.

Additional services

Apart from the re-measurement of machines which may be negotiated in the case of an alert/alarm, any additional measurement shall be invoiced at 150 €/hour if these are made during the engineer's scheduled visit. Any work outside this schedule, shall be the subject of a specific offer.

Additional hours

The price of any work outside I-CARE's normal working hours, i.e. on weekdays before 7.30 and after 18.30 or on Saturdays, Sundays and public holidays, shall be increased by fifty per cent (50 %).

Return of equipment

In all cases where equipment is provided or hired to the client, the latter shall have an obligation to return it to I-CARE, in a fit state for hiring, at the end of the contract.

8. Force majeure

The Contract (with the exception of the Client's obligation to pay the amounts due to I-CARE in accordance with the Contract for the supply of goods or provision of services) shall be suspended, without obligation, if and to the extent that performance thereof is prevented or delayed by circumstances beyond the reasonable control of the party affected (case of force majeure), in particular (list not exhaustive) a natural disaster, war, armed conflict, terrorist attack, explosion, accident, flood, sabotage, government decision or action (including an applicable export ban), trade union dispute, strike, lock-out, etc.

In cases where I-CARE has a commitment to provide services remotely, the fulfilment of which is linked to the availability and functioning of telephone lines, the internet or any other technology, any failure of servers, IT or communications equipment or networks, or non-availability of the telephone line or internet access, through no fault of I-CARE, whether such circumstances occur at the client's or I-CARE's premises, shall be considered a case force majeure, relieving I-CARE of its obligations.

Any events of whatever nature occurring with respect to the client and preventing I-CARE from acting within the timescale and according to the methods provided for in the contract shall also be considered cases of force majeure.

I-CARE shall have no obligation to supply hardware, software, services or technology if it has not received the permits or authorisations necessary under the laws, regulations, decrees or requirements applicable to imports or exports, as amended on the date in question (in particular those of the United States, European Union and the jurisdiction where I-CARE is based or from which such items are supplied). If such permits, authorisations or approvals are refused or revoked for whatever reason, or in the event of a change in the applicable laws, regulations, decrees or requirements, which would prevent the Client from honouring the Contract or which would, in I-CARE's opinion, expose I-CARE and/or its subsidiaries to a risk under such applicable laws, regulations, decrees or requirements, I-CARE shall be released from all its obligations under the Contract without incurring liability.

If one party is delayed in or prevent from fulfilling its obligations as a result of this Article for more than 180 consecutive calendar days, either party may cancel the part of the Contract which has not been fulfilled by written notice to the other party without incurring liability; however, the Client shall have an obligation to pay the costs and reasonable disbursements relating to any work in progress and to pay for all Goods supplied and Services provided at the date of cancellation. I-CARE may make a number of deliveries and in this case each delivery shall constitute a separate Contract under this article; failure by I-CARE to make one or more deliveries within the timescale shall not entitle the Client to cancel the entire Contract or treat it as cancelled.

9. I-CARE's obligations

I-CARE shall take all care necessary to fulfil its commitments. I-CARE shall have a best endeavours obligation in this respect unless the context requires an absolute obligation and such obligation has been referred to expressly in the offer.

I-CARE may subcontract all or part of the provision of the service. In all cases, I-CARE shall remain responsible to the Client for proper performance of the work thus subcontracted, unless such subcontractor was chosen by the Client itself.

I-CARE shall fulfil its commitments on the basis of information provided by the Client and cannot be held liable by the Client for damages incurred as a result of lack of information. I-CARE shall have no obligation to repair damage which is a consequence of the direct or indirect fault of the Client.

10. Client's obligations

The Client undertakes to collaborate with I-CARE throughout the provision of the services in order to facilitate and improve the quality of the services as defined in the offer. To this end, the Client shall provide without delay any clarification, explanation or documentation useful in providing the services, and in particular all safety-related information, and shall respond diligently to any questions I-CARE may have.

The Client agrees to communicate to I-CARE any useful information whether technical (for example, a meaningful vibration analysis can only be carried out if the machine rotation speed and kinematics – bearings, engaging of the gears, belts – are known) or legal (and in conformity with the applicable legislation) before the start of deliveries or services by I-CARE. In addition, the Client agrees to provide all useful items in order to identify what type of service should be provided.

The Client also agrees to notify I-CARE of any change in the items referred to above.

The Client alone shall bear the consequences of any failure to fulfil the obligation described above and undertakes in particular to indemnify I-CARE at a minimum rate of 150 €/hour for each hour wasted by I-CARE personnel as a result of a failure to fulfil such obligation.

The Client expressly accepts that the reports submitted to it in draft form as part of the service provision are solely indicative and do not give rise to any liability on I-CARE's part.

The Client agrees that all laws, regulations, decrees or requirements applicable to imports, export controls and sanctions, as amended on the date in question and including in particular those of the United States, European Union and the jurisdiction where I-CARE and the Client are based or from which such items may be supplied and the requirements of the licences, authorisations, general permits or licence exceptions relating thereto shall apply to the receipt and use by the Client of equipment, software, services and technology. The Client shall not use, transfer or re-export such equipment, software or technology in breach of such applicable laws, regulations, decrees or requirements or licences, authorisations or licence exceptions relating thereto. The Client also agrees not to undertake any activity that would expose I-CARE or its subsidiaries to a risk of sanctions under the legislation or regulations of a competent jurisdiction prohibiting improper payments, in particular bribes, to officials of a government or government agency or policy department thereof, political parties, political party officials, candidates for public office or an employee of the Client or of a supplier. The Client undertakes to comply with all legal and ethical requirements and the relevant laws.

11. Non-solicitation

The client undertakes not to recruit, employ or commission work from (for example on a freelance basis), directly or through an intermediary, the present or future employees of I-CARE throughout the period of the work and for a period of 1 year from the date on which the work ends. This clause shall apply whatever the specialisation of the employee in question and even where the solicitation occurs on the said employee's initiative. In the event of breach of this clause, the client undertakes irrevocably and automatically to pay I-CARE an indemnity of 100,000 (one hundred thousand) EUR.

12. Limitation of liability

"I-CARE's" liability is expressly limited to direct loss suffered by the Client itself resulting from a professional error committed by I-CARE in the context of fulfilling its undertakings. "I-CARE" cannot be held liable for any consequential or intangible loss suffered by the Client or by a third party, such as in particular loss of production, loss of profit, loss of Contracts, loss of opportunity or loss of data.

Notwithstanding any other provisions and unless provided otherwise by law, I-CARE's total liability in respect of damages, claims or grounds for action, whatever their basis (including in particular damages, claims or grounds for action for breach of Contract or a legal obligation, fault, strict liability or breach of intellectual property rights) shall not exceed an amount equal to 3 times the sums paid under the Contract.

The Client accepts that, in any event, only I-CARE's liability as a legal entity may be invoked under this Contract and expressly waives the right to invoke in any manner whatsoever the liability of an

employee, director or shareholder of I-CARE or another company, even in the case of negligence, admitted fault or any other case.

I-CARE cannot in any event be held liable for non-performance of its obligations due to circumstances which can reasonably be considered unforeseeable or outside its control (cases of force majeure).

I-CARE cannot in any event be held liable for any action or penalties applied to the Client which result from the Client's failure to fulfil its obligation to provide accurate and relevant information in relation to the work carried out by I-CARE. In addition, the Client agrees to indemnify, defend and guarantee I-CARE in respect of any liabilities, losses or expenses and claims made against or imposed on I-CARE resulting from such failure on the part of the Client.

13. Non-exclusivity

The Client states that it has been notified that the existing relationship between I-CARE and itself is entirely non-exclusive and cannot be exclusive in any circumstances.

I-CARE expressly reserves the right to reproduce the same services with other Clients.

14. Confidentiality

I-CARE undertakes to comply with the professional code of conduct in all aspects of its work. I-CARE and its employees shall maintain a strict standard of confidentiality with regard to the information obtained in the course of their work.

Neither I-CARE, nor the Client may provide any information received under this Contract to a third party without the prior written agreement of the other party.

Such restrictions shall not apply where the information has come into the public domain in one way or another.

I-CARE, however, reserves the right to disclose to third parties the existence and means of provision of the service in its own interest, including for promotional purposes, without however disclosing the content thereof.

The Client states that it is aware and has given its consent to I-CARE to provide confidential information to its insurers and legal advisers or to a third party if this is required by the courts or by the government or a regulatory authority or if there is a legal duty to provide such information, as well as in the case where the provision of the said confidential information is essential in order to have the contract fulfilled or complied with, in the context of judicial or extrajudicial proceedings.

The parties undertake to comply with the confidentiality obligation for 3 years after the end of the Contract.

15. Intellectual property and use of the I-CARE name or logo

The offers, descriptions, sketches, calculations, studies, methods, reports and any other documents provided by I-CARE shall always remain the property of I-CARE, even where the costs are billed. The Client may, however, use these freely for strictly internal purposes.

Reproduction, in any manner whatsoever, of documents submitted by I-CARE to the Client is not permitted without the I-CARE's prior written consent, unless such reproduction is strictly for internal use.

Reproduction or use of the I-CARE name or logo for any purpose whatsoever is not permitted except with written authorisation from I-CARE. In such case, reproduction and use of the name or logo shall be solely for the purpose specified by I-CARE. Reproduction of the logo shall comply with the colours, quality and size defined by I-CARE. In all cases where a third party is authorised to use the I-CARE name or logo, it shall always take care to avoid confusion between its name and its activities on the one hand and those of I-CARE on the other hand. Use of the name or logo by a third party shall not in any circumstances give rise to any liability on I-CARE's part.

16. Electronic communications

Electronic communications (by telephone, email, internet or fax) may be exchanged between I-CARE and the Client during the period of the Contract. Security and protection against viruses cannot be guaranteed, nor can protection against any piracy, interception, loss or destruction of these emails. I-CARE cannot be held liable for the problems inherent in this method of communication, in respect of which the Client accepts the risks.

17. Online sale (by INTERNET) and protection of privacy

I-CARE shall have only a best endeavours obligation with respect to online sale or orders; it cannot be held liable for any damage resulting from the use of the internet, such as loss of data, intrusion, viruses, service interruption, or other troublesome problems.

Information containing the names of purchasers may be subject to automated processing. I-CARE reserves the right to gather information on purchasers, including the use of cookies, and if it wishes transmit the information gathered to commercial partners.

Purchasers may oppose disclosure of their details by notifying I-CARE accordingly. Likewise, users shall have the right to access and correct data relating to them. The automated processing of information, including management of the email addresses of users of the website is the responsibility of I-CARE. Any request for information or correction must be addressed to I-CARE at I-CARE's registered office by registered letter with acknowledgement of receipt.

Both in respect of creation of the contract and its performance, I-CARE shall not be liable for problems associated with electronic communications and the functioning of the INTERNET, whatever these may be and whether they occur at the premises of client or of I-CARE and/or their suppliers and service providers.

18. Modification to the legal framework

If the obligations of the Client and/or of I-CARE under the Contract are extended or reduced, after receipt of the offer by the Client, by the promulgation of or amendment to a law or decree, regulation or rules having legal force, the contract price and delivery time shall be adjusted as a consequence and/or performance of the Contract suspended or cancelled at I-CARE's option.

19. Collection of waste

Apart from measures required by the applicable law, I-CARE shall have no responsibility for the collection, processing, recovery or disposal (1) of the Goods or any part thereof when they are legally classed as "waste", or (2) of items for which the Goods or any part thereof constitute replacements. If I-CARE is required to dispose of "waste" Goods or any part thereof by the applicable legislation, including by legislation on the disposal of waste electrical and electronic equipment, European Directive 2002/96/EC (WEEE) and the legislation resulting therefrom in the European Union Member States, the Client shall, in addition to the contract price and unless this is prohibited by the applicable legislation, pay I-CARE (1) I-CARE's standard fee for disposal under the legislation of such Goods or (2) if I-CARE does not have such a standard fee, the costs incurred by I-CARE in disposing of such Goods (including handling, transport and disposal costs, plus a reasonable amount for overheads).

20. Default, insolvency and cancellation

I-CARE shall be entitled, without prejudice to any other rights it has, to cancel the Contract immediately, in full or in part, automatically and without prior notice if there is no explicit provision therefor, by written notification to the Client (1) if the Client fails to fulfil its obligations under the Contract and does not rectify such failure with a period of 30 (thirty) days from the date of I-CARE's written notification informing it of the said failure, if it is reasonably possible to rectify it within such period, or, if it is not reasonably possible to rectify the said failure within such period, if it does not take all necessary steps to try to rectify it or (2) if I-CARE has good reason to believe that the Client will not be in a position to fulfil its obligations, in particular with regard to payment for the Goods and/or Services. I-CARE shall be entitled to recover from the Client or the Client's representative all costs and damages incurred by I-CARE as a result of such cancellation, including reasonable compensation for overheads and loss of profit (in particular loss of the expected profit and the expected overheads).

21. Non-waiver

No waiver by a party of a breach, default, right or recourse nor any behaviour shall be deemed to constitute a permanent waiver of another breach, another default, another right or another recourse, unless such waiver is expressed in writing and signed by the party against which it is enforceable.

22. Non-assignment

The Client shall not be entitled to assign its rights or obligations hereunder without the prior written consent of I-CARE.

23. Case where one of the clauses of these terms and conditions were to be invalid, annulled, infeasible or ineffective

If one of the clauses of these terms and conditions were to be invalid, annulled, infeasible or ineffective, the remainder of the terms and conditions would remain fully valid. The parties undertake in this case to interpret and amend the Contract so as to achieve as closely as possible the sense and objective intended by the invalid, annulled, infeasible or ineffective part of the Contract.

The Client undertakes to notify I-CARE as soon as possible by registered letter of the existence of any legal or contractual provision applicable to the relationship linking it to I-CARE which would act counter to these Contract terms, on penalty of losing the benefit of the said provisions or their effects.

24. Independence of the parties

The parties are legally independent of each other. In all cases where I-CARE is required to provide services at its client's premises, the I-CARE personnel assigned to such tasks shall remain under the sole authority of I-CARE. The management hierarchy between I-CARE and its personnel only exists with respect to I-CARE.

I-CARE employees shall never be subject to the authority of the client or its representatives, even where such employees are providing services on the client's premises.

The client shall be authorised, if applicable, to give the following information and instructions to I-CARE personnel insofar as they are necessary for providing the services, without this constituting an exercise of management authority by the client over I-CARE personnel:

- Instructions regarding the respect, safety and protection of people, premises, equipment and infrastructure belonging to the client or third parties.
- Instructions in order to ensure that the service is well organised and there is good collaboration between I-CARE personnel and the client's personnel: opening hours of the company's premises, standards applicable in the sector, etc.

Beyond that, any prerogative associated with management authority over I-CARE personnel shall be exercised exclusively by I-CARE: recruitment, remuneration, career management, working hours, training, checking of work, discipline, sanctions, dismissal, etc.

25. Resolution of conflicts and applicable law

The Contract shall be interpreted in all respects in accordance with Belgian law, excluding however the effect on such law of the Vienna Convention of 1980 on Contracts for the International Sale of Goods and not taking into account, to the extent permitted by law, any rules on the conflict of laws or rules which could lead to the application of laws of another jurisdiction.

The parties agree that any disagreement or difference of opinion relating to the invoking of I-CARE's liability shall be submitted to mediation. To this end, the parties hereto undertake to attend at least one mediation meeting to which they shall send a delegate with the power to take decisions. The mediator (approved by the Belgian Federal Mediation Commission) shall be chosen by the parties.

In the case of all other disputes (in particular the payment of undisputed invoices) or in the absence of

amicable agreement, likewise for any protective measure, all differences of opinion relating to this agreement shall come under the jurisdiction of the Mons Commercial Court (Belgium).