

1. Definitions

In these Conditions of Sale –

“*EuGeos*” means EuGeos SRL, registered at rue Dieudonné Lefèvre 17, 1060 Brussels, Belgium, N° BE 0759.600.961

“*The Client*” means the person or organisation that buys or agrees to buy consultancy services from EuGeos.

“*Consultancy Services*” means the consultancy, advisory or training services as offered by EuGeos and accepted by the Client.

2. Terms of Sale

2.1 These Conditions of Sale form the whole agreement between EuGeos and the Client and are not capable of being varied in any way other than in writing and signed by or on behalf of both parties. No other express terms, written or oral, shall be incorporated into the contract.

3. Price

3.1 The price of the Consultancy Services will be the price stated in EuGeos’ quotation or such other price as is expressly agreed by EuGeos and the Client.

3.2 The Client shall reimburse, at the agreed rate, expenses incurred by EuGeos staff or agents in the course of the fulfilment of the Consultancy Services.

4. Invoicing and Payment

4.1 EuGeos shall submit an invoice on completion of the specified Consultancy Services or at agreed intervals prior to completion.

4.2 The Client shall pay the price of the Consultancy Services, including related expenses, within 30 days of the date of EuGeos’ invoice.

5. Staff and Professional Competence

5.1 EuGeos warrants that its consultants and associates are professionally competent to fulfil the Consultancy Services. EuGeos shall supply the services of such professional staff as are, in its opinion, necessary to carry out its obligations under this Agreement. The individual assignments, and any subsequent changes in these assignments, of such EuGeos staff shall be entirely at EuGeos’ discretion.

6. Data and Access

6.1 The Client shall use all reasonable endeavours to provide EuGeos with all the information and data concerning its operations and activities which may be required by EuGeos for successful completion of the Consultancy Services.

6.2 The Client shall provide, at reasonable notice, EuGeos staff with access to the Client’s staff and premises to obtain information and data necessary for fulfilment of the Consultancy Services.

6.3 If the Client fails to provide EuGeos with information, data and access referred to in 6.1 and 6.2, EuGeos shall notify the Client in writing of such failure. In the event of the Client failing to provide said information, data and access within a reasonable period following this notice, EuGeos may by written notice terminate this Agreement forthwith. EuGeos shall then invoice the Client for all work carried out and expenses incurred heretofore.

7. Security

7.1 EuGeos shall apply sufficient commercial security provisions to satisfy the reasonable needs of the Client. EuGeos shall, during the life of this Agreement and thereafter, treat as confidential all information regarding the business activities of the Client to which it has had access or of which it has become aware as a consequence of providing the Consultancy Services.

8. Copyright

8.1 The copyright and any other proprietary rights in or relating to any document or other material produced or supplied by EuGeos or otherwise made available to the Client shall, under the terms of this Agreement, remain vested in EuGeos.

8.2 The Client shall not use or disclose any document or other material produced or supplied by EuGeos or make the same available to any third party or in any way disclose the contents or EuGeos’ expertise evident therein in any manner that is competitive with or detrimental to the commercial interests of EuGeos.

8.3 Without prejudice to clause 7 herein, nothing in this Agreement shall operate to prevent EuGeos from using expertise acquired, principles learnt or developed or experience gained during its execution.

9. Liability and Indemnity

9.1 EuGeos shall exercise reasonable skill, care and diligence in the discharge of its obligations under this Agreement, but in respect of any loss or damage of whatsoever nature and howsoever caused which arises out of or is connected with the performance or non-performance by or on behalf of EuGeos of such obligations;

a – the liability of EuGeos, its employees and/or agents (whether in contract or in tort) shall be limited in any case of negligence or default on their part and shall consist solely of performance or re-performance as the case may be by EuGeos of the obligation in question to the exclusion of all other liability

b – the Client agrees that it shall take no proceedings against any such employee or agent but shall look solely to EuGeos under the provisions of (a) above.

9.2 The Client shall during and after the period of this Agreement keep EuGeos and its employees and agents indemnified against any claim, demand, action or proceeding by any third party arising out of or in any way connected with the performance or non-performance, whether negligent or otherwise, by or on behalf of EuGeos of its said obligations, brought or instituted against EuGeos, its employees or agents.

9.3 Except as expressly provided for in this Agreement, EuGeos, its employees or agents shall not, under any circumstances, be liable for consequential, indirect or special losses or special damages of any kind arising out of or in any way connected with the performance of or failure to perform this Agreement.

10. Termination

10.1 Notwithstanding anything to the contrary expressed or implied elsewhere in this Agreement, this Agreement may be terminated (without prejudice to the other rights of the parties) by written notification:

10.1.1 Forthwith by either party, in the event that:

a – if the other party, being a company, has a petition presented for its winding up; or passes a resolution for a voluntary winding up (other than the purpose of a bona fide amalgamation or reconstruction); or enters into a voluntary arrangement with its creditors; or becomes subject to an administration order; or has a receiver appointed of all or any of its assets; or

b - if the other party, being an individual or firm, becomes bankrupt or insolvent; or enters into a voluntary arrangement with creditors.

10.1.2 By the Client; in the event that, save as contained in Clause 11 hereof, EuGeos fails to carry out the work specified in this Agreement, and that such failure by EuGeos remains unremedied 14 days after receipt by EuGeos of written notification of such failure by the Client.

10.1.3 By EuGeos in the event that the Client fails to make payment pursuant to Clause 4 of this Agreement. EuGeos shall give 14 days' notice of such termination in writing. Payment in full by the Client within the said 14 days shall automatically rescind any such notice of termination.

10.2 The termination of this Agreement from any cause whatsoever shall not prejudice EuGeos' right to recover payment in respect of services rendered prior to such termination nor prejudice either party's rights in Law. In particular EuGeos shall be entitled to recover from the Client charges payable to EuGeos' sub-contractors.

11. Force Majeure

11.1 No failure or omission by either party to carry out or observe any of the terms and conditions of this Agreement shall, except in relation to obligations to make payment under this Agreement, give rise to any claim against the party in question or be deemed a breach of this Agreement if such failure or omission arises from any cause reasonably beyond the control of that party.

12. Unenforceable Terms

12.1 The invalidity, unenforceability or illegality of any term or condition of this Agreement shall not affect the validity, enforceability or legality of any other term or condition of this Agreement.

13. Governing Law

These Conditions shall be subject to Belgian Law and the jurisdiction of the Brussels Courts.
