General Terms and Conditions of Sale

Article 1: Purpose

These General Terms and Conditions of Sale (GTC) govern the contractual relationships between OMNIPARTNERS SRL (hereinafter "the Provider") and its customers (hereinafter "the Client") in the context of the supply of all products and services.

Article 2: Acceptance of the GTC

The Client acknowledges having read these GTC and accepts them without reservation. Any order implies the Client's full and complete adherence to these GTC.

Article 3: Order and Contract

- The order is formalized by the signing of a contract between the Provider and the Client. This contract specifies the nature of the services or products, the delivery timelines, the amounts, and the payment terms.
- Any modification to the order must be subject to a written agreement between the parties.

Article 4: Price and Payment

- The prices of the services or products are those indicated in the contract signed between the parties.
- The payment terms are those stipulated in the contract. In case of late payment, late payment penalties may be applied in accordance with the applicable legal provisions.

Article 5: Discounts, Rebates, and Reductions

- Any discounts, rebates, or other reductions offered by Omnipartners are granted at the
 discretion of Omnipartners and do not constitute an acquired right for the Client. These
 benefits may be modified, suspended, or withdrawn at any time, without prior notice,
 and without giving rise to any compensation.
- The criteria for granting these benefits are defined by Omnipartners and may vary depending on various factors, such as the volume of orders, Client loyalty, payment conditions, or any other consideration deemed relevant by Omnipartners.

• The Client acknowledges and accepts that the granting of these benefits is subject to the sole discretion of Omnipartners and cannot in any way be interpreted as a contractual commitment on its part.

Article 6: Delivery Timelines

- The delivery timelines are those indicated in the contract. The Provider commits to using all necessary means to respect these timelines.
- In case of force majeure or circumstances beyond its control, the Provider may extend the delivery timelines, without this giving rise to penalties or compensation.

Article 7: Client Obligations

- The Client commits to providing all necessary information and documents for the proper execution of the services or products.
- The Client commits to respecting the payment deadlines and informing the Provider of any financial difficulties that may affect the payment of invoices.

Article 8: Contract Termination

The terms of termination of this contract are defined in the contract signed between the Provider and the Client. In case of a serious breach of contractual obligations by one of the parties, termination may be considered in accordance with the provisions of the contract, after a formal notice has remained without effect.

Article 9: Disputes

Any dispute relating to the interpretation or execution of these GTC will be submitted to the competent courts of Brussels, Belgium.

Article 10: Applicable Law

These GTC are governed by Belgian law.