

GENERAL TERMS AND CONDITIONS – ARTKOM BV

Article 1 – Scope

- 1.1 These general terms and conditions apply to all offers, orders and agreements of ARTKOM BV (hereinafter “ARTKOM”). They apply to both businesses (B2B) and consumers (B2C).
- 1.2 A consumer is any natural person acting for purposes outside his trade, business or profession.
- 1.3 For consumers, the mandatory provisions of Book VI of the Code of Economic Law (WER) apply. In case of conflict with mandatory consumer law, the statutory law prevails.
- 1.4 These terms take precedence over the client’s terms, unless expressly agreed otherwise in writing.

Article 2 – Offer and formation of the agreement

- 2.1 All offers are non-binding and expire after 14 days, unless stated otherwise.
- 2.2 The agreement is formed upon our written confirmation or by confirmation email in case of an online order.

Article 3 – Prices and payment

- 3.1 Prices are in euros and exclusive of VAT.
- 3.2 Invoices are payable in cash unless otherwise agreed in writing. In case of late payment, statutory interest and compensation apply. For businesses, the fixed compensation is 10 % with a minimum of € 150.
- 3.3 We reserve the right to suspend performance in case of non-payment.

Article 4 – Execution and deadlines

- 4.1 All deadlines are strictly indicative and do not constitute an obligation of result. Exceeding them does not give rise to any claim for damages, unless in case of intent or gross negligence on our part.

Article 5 – Force majeure

- 5.1 Force majeure (illness, strike, pandemic, government measures, cyber incidents, etc.) suspends our obligations without compensation. If it lasts longer than 30 days, both parties may terminate the agreement without compensation.

Article 6 – Liability

- 6.1 Our liability is limited to direct damage and to the invoice amount of the service concerned (or the insured amount if higher).
- 6.2 We are not liable for indirect damage.
- 6.3 This limitation does not apply in case of intent or gross negligence on our part, in accordance with applicable law.

Article 7 – Cancellation and termination

- 7.1 Cancellation must be made in writing.
- 7.2 For businesses (B2B), in case of cancellation, services already provided and costs incurred are immediately due, increased by a fixed compensation of 25 % on the remaining amount.
- 7.3 For consumers (B2C), a reasonable cancellation policy applies, proportionate to the services already provided and the remaining time until execution.

Article 8 – Right of withdrawal (only for consumers)

- 8.1 The consumer has the right to withdraw from the distance contract within 14 calendar days without giving any reason.
- 8.2 This right of withdrawal does not apply to services whose performance has begun with the express consent of the consumer and for which the consumer has acknowledged that he loses his right of withdrawal once the service has been fully performed (art. VI.53 WER).
- 8.3 For services with a fixed execution date (such as workshops or events), the right of withdrawal generally does not apply.
- 8.4 The consumer may withdraw by email or using the model form provided. We will refund within 14 days after withdrawal, less any services already provided.

Article 9 – Intellectual Property

- 9.1 All reports, plans, analyses, management systems, tools and other creative or technical outputs remain our exclusive intellectual property.
- 9.2 The client receives a non-exclusive, non-transferable right of use solely for the agreed internal purpose and for the duration of the agreement.
- 9.3 Any other use is prohibited without our written consent.

Article 10 – Protection of personal data (GDPR)

- 10.1 We process personal data in accordance with the GDPR.
- 10.2 If we act as a processor, we will conclude a Data Processing Agreement if requested.
- 10.3 The client indemnifies us against any claims arising from incorrect or unlawful provision of personal data.

Article 11 – Use of artificial intelligence (AI)

- 11.1 We may use artificial intelligence tools for analysis, reporting, planning and optimisation, even without prior notification.
- 11.2 The client accepts the limitations of AI (possible inaccuracies). We do not guarantee absolute accuracy of AI-generated output.
- 11.3 For consumers, we will inform where relevant that AI is used, in accordance with the transparency obligations of the EU AI Act.
- 11.4 Liability for AI-related damage is limited in accordance with Article 6.

Article 12 – Complaints

- 12.1 Complaints must be notified in writing within 5 working days of discovery. For consumers, a reasonable period in accordance with the law applies.

Article 13 – Nullity and applicable law

- 13.1 The nullity of one provision does not affect the validity of the other provisions.
- 13.2 Belgian law applies. Only the official courts of the district of Leuven are competent. No other form of arbitration or mediation shall apply in case of dispute.

Article 14 – Acceptance

- By placing an order, signing an offer, paying an invoice or accepting a credit note refund, the client accepts these general terms and conditions.