

GENERAL TERMS AND CONDITIONS

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1. General provisions

- These general terms and conditions apply to the sale of hardware, equipment, online services, staff secondments, projects that involve the delivery of services (fee-based or per project basis, depending on the service) and IT infrastructure management solutions, to VAT-registered business clients.
- By confirming a service or contract proposal from ABAKUS IT-SOLUTIONS, the client automatically agrees to these general terms and conditions.
- The general terms and conditions shall be supplemented by special terms and conditions, where applicable.
- All derogations from these general terms and conditions must be agreed in writing in advance.
- Throughout this document, the term contract shall refer to any binding contractual document between ABAKUS IT-SOLUTIONS and the client, including, but not limited to, orders, offers, invoices, etc.

1.1. Validity of offerings and rates

- The validity of offerings taken up with our representatives is subject to written approval from ABAKUS IT-SOLUTIONS.
- Unless specified otherwise, the validity period for offerings is as follows:
 - a. equipment: 30 days. Where the offering is subject to a one-off rate discount, the validity period is shortened to seven days.
 - b. online services: 30 days.
 - c. staff secondments: 30 days.
 - d. service delivery: 90 days.
 - e. infrastructure management: 90 days.
- Rates in ABAKUS IT-SOLUTIONS contracts are given in euro (€) and exclusive of VAT.
- Unless stated otherwise, the rate in the contract does not include the cost of delivery, installation, configuration, or any other charges.
- The rates of services are indexed on the basis of the Agoria index (Eupen for reference wages of more than 10 employees) and are adapted on January 1st of each year. The rates for ongoing contracts are indexed in the same way, but at the time of their renewal.
- All amendments to a contract shall be subject to an additional supplementary agreement. An amendment may include a revised fee level for the service in question.
- All rates published online are subject to change at any time.

1.2. Payment methods and late penalties

- All invoices are payable under the payment terms indicated in the contract.
- Unless specified otherwise, invoices shall be payable:

- a. on receipt of the invoice or, at the latest, on delivery of the goods and/or services; or,
 - b. on the date of acceptance/confirmation of suitability of the equipment or services, where this is provided for in the contract or in applicable law and the client receives the invoice on or before the date of acceptance/confirmation. The date of acceptance/confirmation must occur within 30 days, unless stated otherwise in the contract.
- Our representatives are not authorised to take payment or issue receipts.
 - Where ABAKUS IT-SOLUTIONS has fulfilled its contractual and legal obligations and payment has not been received by the due date, ABAKUS IT-SOLUTIONS shall be entitled to claim late payment interest without the need to issue a reminder or formal notice.
 - Unless the parties agree otherwise, the annual rate of interest applicable to overdue amounts shall be 10% of the principal amount.
 - Where late payment interest is payable, ABAKUS IT-SOLUTIONS may claim a fixed amount of €40 from the debtor to cover the cost of recovery, without the need for a reminder and without prejudice to the Act of 2 August 2002 on combating late payment in commercial transactions.

1.3. Claims

- All claims must be made within eight days of delivery by email or standard post with acknowledgement of receipt to the address indicated in the contract; claims received after this time shall be deemed null and void.

1.4. Confidentiality

- Confidential information is any piece of information, verbal or in writing, of any kind and in any format, shared by a party or on behalf of a party with the other party in relation to the agreement, before or after the agreement takes effect.
- Confidential information does not include information that is:
 - a. already in the public domain for reasons other than a breach of confidentiality obligations;
 - b. received by a third party not bound by confidentiality obligations;
 - c. developed independently by an employee or contractor of a party with no access to the other party's confidential information; or
 - d. already known to a party before the confidential information was disclosed by the other party.
- All parties must ensure that all confidential information remains strictly confidential, only share confidential information with third parties with the other party's prior written consent, and only use confidential information in connection with the agreement.
- Employees and contractors are subject to the same confidentiality obligations as the parties themselves.
- Confidentiality obligations shall remain in force for up to three years after the contract ends.

1.5. Non-solicitation of staff

- The client agrees not to make any approach for, or accept any offer of employment or direct or indirect working relationship from, any employee, agent, officer, consultant or director of ABAKUS IT-SOLUTIONS for the full duration of service delivery and for a period of one year from the date on which service delivery has been completed, for any reason whatsoever.
- In the event of a breach of this non-solicitation clause, the client shall be liable towards ABAKUS IT-SOLUTIONS for a fixed compensation payment of €50,000, without prejudice to ABAKUS IT-SOLUTIONS' entitlement to claim additional compensation.

1.6. Client cooperation

- The client agrees to provide ABAKUS IT-SOLUTIONS, correctly and on time, with all equipment, data, software and information that can be used for the effective performance of the agreement and to give their full cooperation, at no additional charge, including access to various permissions, data and connections.
- For services delivered on-site, the client agrees to provide sufficient working space to enable ABAKUS IT-SOLUTIONS staff to complete their work in optimal fashion.

1.7. Cancellation

- Where the client cancels an order (for equipment or services), they shall be liable for the cost of work already completed and/or equipment already delivered and not invoiced at the time of cancellation, without prejudice to ABAKUS IT-SOLUTIONS' entitlement to claim compensation.
- The client shall also be invoiced for the total cost of any specific equipment ordered and ready for delivery.

1.8. Force majeure and unforeseen circumstances

- Neither party may hold the other liable for delays or impediments to performance of the agreement due to force majeure, unforeseen circumstances or extraneous causes. Instances of this nature include, but are not limited to, conflict, demonstrations, strike action (full or partial), lock-outs, civil unrest, machinery breakages, fire, explosion or utility network failure.
- Where this contract is suspended for more than three months due to force majeure, this contract shall be terminated as of right without penalty to either party.

1.9. Data protection declaration

- Data protection declarations cover the collection, processing and use of personal data. We attach great importance to data protection and privacy, and enforce the applicable legal requirements at every stage of data processing. Personal data refer to all information relating to a person, including first name, surname, date of birth, email address, telephone number, bank account and payment addresses and contact information.
- Personal data are processed and used solely for the purposes of the contractual relationship. Data are stored for 10 years from the end of the contract in accordance with applicable law, unless the client gives their consent for their data to continue to be processed and used after that time.
- The client has a right to know how their personal data have been recorded. The client may object at any time at no additional charge to the future use of their personal data, ask for their data to be partially or fully deleted or blocked, or request more details about what personal data have been recorded, and how. The client may ask for processing to be restricted. The client can exercise these rights by email to GDPR@abakusitsolutions.eu; no specific form is required.
- The client may also lodge a complaint with a supervisory authority.
- We take all necessary technical and organisational measures to protect personal data against loss, destruction, modification and disclosure to unauthorised persons.
- More details about our data protection procedures are included in our privacy policy, available at <https://www.abakusitsolutions.eu/en/terms-and-conditions>

1.10. Applicable law and jurisdiction

- ABAKUS IT-SOLUTIONS Belgium is the trading name for ABAKUS IT-SOLUTIONS GmbH.
- For all matters not expressly covered herein, this contract is subject to Belgian law.
- Where a clause in these general terms and conditions becomes unenforceable, this shall not affect the validity of all other clauses. The parties shall agree a new clause with an economic meaning and interpretation as close as possible to that of the unenforceable clause.
- Should a dispute arise between the parties, it is expressly agreed that the courts in Eupen shall have sole jurisdiction, for both domestic and international settlements.

2. Sale of hardware and software (computing products)

2.1. Orders

- Unless stated otherwise in the contract, the client alone shall select all hardware in the order. ABAKUS IT-SOLUTIONS offers no guarantee regarding the suitability of hardware for the client's proposed use.

2.2. Delivery

- Agreed delivery times are only valid for goods in stock. Delivery times are indicative only and are in no way a binding commitment.
- ABAKUS IT-SOLUTIONS reserves the right to arrange partial deliveries.
- The client may not postpone delivery by more than 15 days from the date proposed by ABAKUS IT-SOLUTIONS. After this time, the client shall be liable for all storage costs.
- Hardware and equipment is shipped at the client's own expense and risk in all cases, regardless of who ships the items and in what order.
- Express shipping costs shall be payable by the client in all cases.

2.3. Collection of hardware and equipment

- The customer can collect the ordered material directly from our ABAKUS IT-SOLUTIONS offices if he so requests.
- After receiving notification that the hardware is available for collection, the client agrees to come and collect the hardware within eight days of the notification; otherwise, storage or warehousing costs may be incurred.

2.4. Taking delivery of hardware and equipment

- When taking delivery of hardware or equipment, after delivery or collection, the name and signature of the client or a representative shall be provided on the delivery slip.
- The client is responsible for checking the contents of shipments at the time of delivery and taking any necessary recourse against the carrier, even where shipping costs are prepaid.

2.5. Returns

- Items cannot be returned to ABAKUS IT-SOLUTIONS without prior written consent via email. In such cases, returns must be made to the address indicated in the order. The client is responsible for the cost of postage/shipping. ABAKUS IT-SOLUTIONS accepts no responsibility for loss or damage to transported goods.

2.6. Guarantees and liability

- ABAKUS IT-SOLUTIONS accepts no liability for damage caused by misuse of software by the client.
- The client is responsible for using software appropriately.

2.7. Product and software repair warranty

- Product and software warranties are those provided by the manufacturer or publisher.

- Where a product is defective, the client must contact the manufacturer or publisher directly, even if the product is no longer under warranty.
- ABAKUS IT-SOLUTIONS may track actions taken under warranty at the client's request. ABAKUS IT-SOLUTIONS shall charge the client for this service.
- A warranty extension may be requested from ABAKUS IT-SOLUTIONS and activated by the client, subject to the manufacturer or publisher conditions.
- All warranty conditions are those of the manufacturer or publisher. ABAKUS IT-SOLUTIONS accepts no responsibility for repairs carried out.

2.8. ABAKUS IT-SOLUTIONS product and software repair warranty

- Warranties are those defined in the contract.
- ABAKUS IT-SOLUTIONS undertakes to use the necessary resources to repair all defective products to the furthest extent possible within a reasonable time frame. A reasonable time frame in this case is any period lasting up to three months.
- ABAKUS IT-SOLUTIONS shall carry out repairs free of charge during the warranty period indicated in the contract. Unless specified otherwise, the warranty period is limited to one month.
- Where it is not possible to complete repairs at a reasonable cost and/or within a reasonable time frame, ABAKUS IT-SOLUTIONS reserves the right to replace products with identical replacement products with the same characteristics free of charge within the warranty period or apply a work-around solution.
- After notifying the client, ABAKUS IT-SOLUTIONS may charge for all services/repairs not covered by the warranty.
- The warranty shall not cover faults caused through misuse of the product by the client or external damage (e.g. fire, water damage, etc.).
- Where products are not covered, or no longer covered, by a warranty, ABAKUS IT-SOLUTIONS shall inform the client of the charges payable and only commence repairs after the client has given formal acceptance.
- A warranty extension may be requested and activated by the client, subject to meeting ABAKUS IT-SOLUTIONS' conditions.

3. Online services

- The technical user conditions for websites and virtual machines are set out in the contract (e.g. usable ports, transfer speeds, etc.)
- In accordance with applicable law, ABAKUS IT-SOLUTIONS may pass on client data to any competent and authorised judicial body and may, following a request or court order, destroy or block all access to the data. All costs incurred by ABAKUS IT-SOLUTIONS shall be charged to the client in such instances.
- Where the request is made by an organisation with appropriate powers under the law (e.g. police), ABAKUS IT-SOLUTIONS shall share all requested information without restriction.

3.1. Website

- The client alone is responsible for all web server upgrades.
- ABAKUS IT-SOLUTIONS reserves the right to shut down the website temporarily where failure to upgrade results in security flaws or vulnerabilities.
- ABAKUS IT-SOLUTIONS is not responsible for the content of the website.
- The data protection regulations currently in force shall apply.

3.2. Backups

- Unless agreed otherwise in advance, ABAKUS IT-SOLUTIONS is not responsible for changes in configuration made by the client.
- Where the backup is protected by an encryption key, the client alone is responsible for storing the key.
- ABAKUS IT-SOLUTIONS' commitment is limited to the effective performance of the Backup. As such, it accepts no responsibility for the quality or selection of data contained in backups.
- ABAKUS IT-SOLUTIONS is responsible for ensuring that the Backup solution works effectively. Where backups are not possible for various reasons, ABAKUS IT-SOLUTIONS agrees to facilitate the next backup. Reasons may include, but are not limited to, breaks in connection, poor line performance, certification issues, etc.
- The client must ensure that its system, computer hardware, network and connections used for backup are protected and operate effectively.
- ABAKUS IT-SOLUTIONS is not responsible for the nature or content of data backups, particularly in respect of personal data that the client includes in backups. Where a request is made to delete personal data backups on behalf of the client, all other data backed up on the same file will also be deleted.
- In the event of loss or deterioration of backed-up data, ABAKUS IT-SOLUTIONS shall make every effort to restore the data. Similarly, the client must make direct contact with ABAKUS IT-SOLUTIONS, who will provide the requested data at the earliest opportunity by any suitable means and at its discretion, which may change over time. Where restorations take place directly on equipment (i.e. servers, PCs, etc.) by means of on-site activity, and where the client has not signed up to a maintenance contract with ABAKUS IT-SOLUTIONS for the devices affected by the incident, the on-site restoration will be carried out as per a quote accepted by the client. Data saved by the client on its devices between the most recent backup and the incident may not be restored, which the client acknowledges with no recourse against ABAKUS IT-SOLUTIONS.
- The data recovered or restored shall be those saved at the most recent backup before the client's recovery or restoration request.
- Data recovery times shall be indicated in the contract.

3.3. Virtual machines

- ABAKUS IT-SOLUTIONS agrees to provide the client with virtual machines with the operating system determined according to contract specifications.
- ABAKUS IT-SOLUTIONS accepts no responsibility for the content or use of virtual machines by the client. The client alone is responsible for its system.
- ABAKUS IT-SOLUTIONS agrees to provide the client with an administration interface for its virtual machines to allow its system to be installed and administered on the interface. ABAKUS IT-SOLUTIONS alone is responsible for ensuring that the system administration is possible using the interface.
- On written request of the client or in the event of malfunction, ABAKUS IT-SOLUTIONS may restore one or more virtual machines in their original configuration (i.e. blank, with no client system or data installed) or the most recent backup (or previous backup) where the client has purchased this service.
- In the event of virtual machine malfunction, the time frame for restoring access shall vary as per the contract agreed between both parties.
- Where the malfunction occurs due to client error, ABAKUS IT-SOLUTIONS accepts no responsibility for the loss of data or software programmes installed by the client. However, the client may request a quote to restore the virtual machine.

3.4. Performance

- ABAKUS IT-SOLUTIONS undertakes to offer the performance levels defined in the contract in order to meet the agreed objectives, but provides no guarantee that these objectives shall be met.
- ABAKUS IT-SOLUTIONS' role is to ensure that its systems and devices are used appropriately.
- Where performance falls below expected levels, ABAKUS IT-SOLUTIONS shall redress the situation at the earliest opportunity.

3.5. Responsibility - Liability

- It is expressly agreed that ABAKUS IT-SOLUTIONS shall only be bound by a best-efforts obligation regarding data and information security, in particular in the event of cyberattacks.
- As regards data protection, it is expressly agreed that Abakus-IT Solutions shall only back up personal data on the written instruction of the client and on the client's behalf. Abakus-IT Solutions accepts no liability towards third parties in respect of personal data protection, without prejudice to Regulation (EU) 2016/679 of 27 April 2016. In any event, ultimate responsibility for personal data processing falls on the client, who shall hold ABAKUS IT-SOLUTIONS harmless against all third-party claims.

4. Staff secondments (IT expert provision)

4.1. Choice of consultant

- ABAKUS IT-SOLUTIONS and the client must jointly determine the nature of the assignment and the client's preferred characteristics.
- ABAKUS IT-SOLUTIONS shall put forward a consultant for approval by the client, based on the client's preferences.
- After consulting the client, ABAKUS IT-SOLUTIONS reserves the right to replace the consultant assigned to the client, provided that the replacement has the required skills and experience.

4.2. Performance

- The consultant provided by ABAKUS IT-SOLUTIONS must have the necessary skills and experience to perform the task requested by the client.
- The client is responsible for the daily administration and management of work to be carried out by the consultant provided by ABAKUS IT-SOLUTIONS.
- ABAKUS IT-SOLUTIONS undertakes to provide a high-quality service in line with best industry practice.
- Unless stated otherwise in the contract, no guarantees shall be provided in respect of service delivery.

4.3. Rates and payment

- Rates are set for each contract individually, on an hourly or daily basis. Unless stated otherwise, rates are indexed on the same basis as those included in the general provisions.
- At the end of each month, an invoice accompanied by an itemised breakdown of services shall be sent to the client.

4.4. Duration

- The length of time for which the consultant is assigned to the client is indicated in the contract between both parties.
- This period shall be extended tacitly by one month until completion, unless stated otherwise in the contract.
- Where the client intends to end the contract, it must notify ABAKUS IT-SOLUTIONS in writing and observe a notice period of one month from the month of notification.

4.5. Guarantees and responsibilities

- The client must provide details of the location where the consultant shall complete the assignment before the contract is signed. This location is indicated in the offer.
- The client must give prior approval to holidays and leave requested by the consultant. ABAKUS IT-SOLUTIONS shall retain responsibility for administering annual leave.

- ABAKUS IT-SOLUTIONS is responsible for tallying the number of hours worked by the consultant at the client location. Hours worked shall be recorded on an itemised breakdown used in invoicing.
- As per client preference, the client may ask to sign the itemised breakdown of consultant services at the end of each month.

5. Project organisation

5.1. Lead times

- The project shall commence by default 30 days after acceptance and signature of the order form by the client.
- Lead times are indicative and in no way constitute a binding commitment.
- ABAKUS IT-SOLUTIONS reserves the right to arrange planning sessions depending on its capacity and in view of client constraints.
- The lead time is specified in, and dependent on, the contract.

5.2. Client commitments

- The client must provide ABAKUS IT-SOLUTIONS with the workspace and information required to complete the project.
- The client agrees to provide the information required to complete the project within seven days of signing the contract.
- The client must approve development projects within seven days. After this time, the projects will be assumed to be provisionally accepted.

5.3. Provisional and final acceptance

- Provisional acceptance milestones may be incorporated in project scheduling and provided for in the contract.
- Provisional acceptance is included in project scheduling to ensure the agreed works have been performed and that the installation is operational as per contract specifications.
- The client may submit reservations at the provisional acceptance stage. ABAKUS IT-SOLUTIONS undertakes to address reservations within an agreed time frame, on condition that such reservations are justified by elements in the contract.
- Acceptance may be incorporated after every project stage to ensure that the client has no reservations with work completed.
- Where the contract does not mention provisional acceptance, or provisional acceptance is not feasible (e.g. inaccessible installations, limited factors, etc.), provisional acceptance shall be confirmed automatically based on a written statement from ABAKUS IT-SOLUTIONS that the objectives have been met.
- Provisional acceptance of the project shall trigger an invoice for all hardware and services delivered under the project.

- Final acceptance shall be confirmed automatically by ABAKUS IT-SOLUTIONS at the end of the period set down in the contract and within one month of provisional acceptance.
- Final acceptance shall trigger an invoice for all project deliverables.

5.4. Inclusion of software licences

- Standard software products shall be invoiced at the start of the project.

5.5. Maintenance

- Permanent secure access to client infrastructure is required for this service.
- Unless stated otherwise, no service agreement has been provided for applications developed specifically for the client.

5.6. Fee-based services

- Fee-based services are any service delivery or staff assignment to a client, over a specified or unspecified period, to complete work on a specific project, pre-defined or otherwise.
- Any service delivered by an ABAKUS IT-SOLUTIONS staff member can be fee-based.

5.7. Estimated duration of fee-based service delivery

- The duration of service delivery is given for indicative purposes only and has no contractual value.

5.8. Capped fee-based services

- Capped fee-based services are any service delivery or staff assignment by ABAKUS IT-SOLUTIONS to a client, for a pre-agreed number of days, for the purpose of completing a specific project, irrespective of whether the desired outcomes are achieved or not.
- All work delivered on a capped fee basis shall require a preliminary workload assessment.
- The estimate shall specify the maximum number of hours that can be worked on the client's premises.
- Where the cap cannot be met for technical reasons (e.g. unforeseen technical issues, extraneous circumstances, etc.), the number of hours may be amended in consultation with the client.

5.9. Invoicing for fee-based services

- Fee-based services shall be invoiced at the end of the month on a pro-rata basis for the number of hours actually worked.

5.10. Fixed-rate or per project services

- Per project services are performance-linked.
- Where the outcome specified in the contract is not achieved at the end of the period, ABAKUS IT-SOLUTIONS shall establish the duration, estimates and extensions at its own expense. The client is not entitled to a rebate where the project outcome is achieved before the end of the agreed period.
- ABAKUS IT-SOLUTIONS reserves the right to cancel an order if the project outcome cannot be achieved.

5.11. Project cost estimates

- Estimates are made in good faith, based on the information available to ABAKUS IT-SOLUTIONS at the time of contract signature.

5.12. Project invoicing

- Services are charged per phase of delivery based on the project plan, or monthly on a pro-rata basis as the project progresses.
- Unless stated otherwise, a 15% deposit shall be payable before project work can commence.

5.13. Guarantees and responsibilities

- ABAKUS IT-SOLUTIONS retains sole discretion over resource allocation when performing project work.
- ABAKUS IT-SOLUTIONS accepts no responsibility for the effect of changes made to the project by the client or an authorised third party.
- All changes to services shall require prior written approval and may result in changes to fees/rates.

6. **Infrastructure management (Managed Services)**

6.1. Preventive maintenance

- Only clients with an SLA may avail of preventive maintenance services. Preventive maintenance may include monthly server check-ups (single or multiple), activity logs or backups.
- Remote secure server access must be configured and available. Permanent secure access to client infrastructure is required for this service.

6.2. Monitoring

- Monitoring refers to any remote action to monitor client IT infrastructure.

- ABAKUS IT-SOLUTIONS shall install all equipment required for monitoring and agrees to take all reasonable and necessary precautions when using tools and devices.
- When an incident is reported, ABAKUS IT-SOLUTIONS shall respond in a manner commensurate with the urgency of the incident.

6.3. Contract term

- The contract term is one year, tacitly renewable.
- Notice of termination must be served at least three months before the contract expiry date, by registered post or email to administration@abakusitsolutions.eu, with acknowledgement of receipt required in both cases.

6.4. Guarantees and responsibilities

- ABAKUS IT-SOLUTIONS accepts no responsibility for direct or indirect damage caused as a result of the use of hardware, as well as loss of data or information.
- ABAKUS IT-SOLUTIONS accepts no responsibility for hardware and software faults or malfunctions, regardless of the length of time taken to rectify the fault or malfunction in question.
- ABAKUS IT-SOLUTIONS accepts no responsibility in the event of force majeure or other events beyond their control, such as strike action, work stoppages, supplier delays, incidents or accidents.

6.5. Performance

- ABAKUS IT-SOLUTIONS shall make every effort to resolve an issue in line with a best-efforts obligation, but not a performance obligation.

6.6. Payment and notice of termination

- Licences and contracts shall be invoiced three months before services expire to facilitate their renewal within the necessary time frame. Invoices shall be considered accepted where no objection has been raised within 15 days. In any event, invoices shall be payable within 15 days of issue.
- In case of payment delays, ABAKUS IT-SOLUTIONS shall reduce its level of service to the minimum and only intervene in emergencies. All preventive maintenance and backup verification shall be suspended. Licences shall not be renewed. Officially contested invoices by email to finance@abakusitsolutions.eu shall not however affect service response or quality.

7. Property rights

- Until payment has been received and processed in full for products and services supplied, ABAKUS IT-SOLUTIONS shall remain the owner of, and may repossess, said products and services.
- The option to repossess unpaid products shall apply to identical products that the client still has in stock; ABAKUS IT-SOLUTIONS shall not be required to make any distinction between the delivered unpaid products and those that the client still has in stock.
- Where products are repossessed, ABAKUS IT-SOLUTIONS shall retain any deposits paid as of the date of repossession, without prejudice to ABAKUS IT-SOLUTIONS' entitlement to claim compensation. In particular, the client shall be liable for the cost of repair/restoration and/or packaging of the supplied goods.

8. Intellectual property rights

8.1. Ownership of software developments

- A development in this case refers to any work to complete software programmes or applications, for a specific client or otherwise.
- Any development by ABAKUS IT-SOLUTIONS shall remain the exclusive property of ABAKUS IT-SOLUTIONS.
- All products purchased from ABAKUS IT-SOLUTIONS and developed by a publisher shall remain the exclusive property of the publisher.
- Clients may not make copies, in full or in part, of software developed by ABAKUS IT-SOLUTIONS or a publisher without their prior express consent.
- Software architecture, structure and organisation, as well as routines and parameter lists, are also protected.
- Reworking software architecture developed by ABAKUS IT-SOLUTIONS or a publisher for another software programme may on its own constitute counterfeiting, even where their codes are different.
- All elements applied in user interfaces, such as icons, aspects, menu screens or sounds, may not be copied.

9. Specific terms & conditions related to the Circumflex project (recruiting activities for another company)

9.1. What is the Circumflex project?

Circumflex project is a department of ABAKUS IT-SOLUTIONS responsible for recruiting and head-hunting employee in the name and for other companies, the employer.

For employers, access to the recruitment service is free for all users. Employers will only pay a success fee upon the hiring of a candidate and/or freelance.

Even if candidates follow a recruitment process before being proposed to the employers, Circumflex Project is not responsible for the behaviour and the quality of the candidates. Assessment performed are only indicative.

Circumflex project invoices will be issued when the candidate signs the employment contract with the employers. The invoices are payable on receipt.

The employer agrees to inform the Circumflex project department immediately at each signature of any employment or freelance contract with a candidate proposed.

In case the employer does not notify the department about the signature of the employment contract with the candidate, the employer agrees to pay a penalty flat fee of 20.000€.

9.2. Pay by hire (for employees and freelancers)

For employers, the Circumflex project department works on a “no cure no pay model” a “Pay by Hire” formula based on a success fee. The employer will only pay a fee if a candidate is effectively hired.

Except otherwise stated, no exclusivity is required for the searched profiles.

9.3. Recruitment fee

Except otherwise stated, employers pay a recruitment fee of 20% of the first-year salary package (including gross salary, car, meal vouchers and any other advantages) of the candidate.

The fee is due when the employer signs a contract of employment with a candidate proposed by the Circumflex project department.

If during the first six months of the contract, the candidate leaves the company, a partial reimbursement is applied:

- 90 % the first month of employment
- 75% within the second month
- 50 % during the third month
- 25% between during the 4th, 5th and 6th months

No reimbursement applies if the candidate leaves after 6 months of employment.

The reimbursement cannot be invoked if the employment contract of the candidate is put to an end for economic reasons.

If the employer signs a freelance contract (or subcontracting contract with a third-party company) with a candidate proposed by the department, the recruitment fee will constitute a percentage of 20% of 200 days of daily rate.
