

Article 1: Scope

These general conditions apply to all contracts concluded by Leuvense Bio-ingenieurskring VZW. The contracting partner shall be deemed to accept these conditions by the mere fact of signing the contract. Deviation from these general terms, even if listed on documents from the contracting partner, are only opposable to Leuvense Bio-ingenieurskring VZW when they were confirmed in writing by Leuvense Bio-ingenieurskring VZW. All other terms and conditions, from which are not explicitly deviated, remain in effect.

Article 2: Conclusion of the Contract

2.1. All oral discussions are purely informative. The agreement is only concluded by the signing of the contracting parties, Leuvense Bio-ingenieurskring VZW and the contracting partner. A beginning of execution by Leuvense Bio-ingenieurskring VZW, after approval of contracting partner, is considered equivalent to the conclusion of a contract and to the acceptance of these general terms, unless the execution was done under explicit reservation. The execution shall be in accordance with the general terms, included in the tender, the contract, the invoice and the services, without application of the general terms of the contracting partner, even if these are communicated afterwards. **2.2.** Any cancelation of services must be communicated in writing. It is only valid when accepted in writing by Leuvense Bio-ingenieurskring VZW. In case of cancelation, a lump sum of the price will be charged to the contracting partner. This lumped sum covers the fixed and variable costs and possible loss of profit. If the contracting partner terminates the contract more than 60 calendar days in advance of the event, a lump sum of 30% of the price will be charged. If the contracting partner terminates the contract between 60 and 30 calendar days in advance of the event, a lump sum of 50% of the price will be charged. If the contracting partner terminates the contract less than 30 calendar days in advance of the event, a lump sum of 100% of the price will be charged.

Article 3: Price

3.1. The price is determined at the time of signing the contract.

Article 4: Control

4.1. The contracting partner shall immediately accept the delivered services and check their compliance with the order and on possible flaws. By not protesting within 14 calendar days when accepting the services, the contracting partner acknowledges that the delivered services are correct and complete. **4.2.** In any case, the liability of Leuvense Bio-ingenieurskring VZW is limited to the replacement of the faulty services by equivalent services. Leuvense Bio-ingenieurskring VZW is not liable for any other damages for whatever reason, be it to persons, objects or the goods themselves.

Article 5: Payments

5.1. The price is – unless explicitly stated otherwise on the invoice – to be paid no later than 30 calendar days after the invoice date. **5.2.** In case of non-payment on the due date, the contracting partner shall be charged an interest on arrears of 10%, or the legal interest determined by article 5 of the Law of August 2, 2012 on combating payment arrears in commercial transactions, when the latter interest rate is higher, by operation of law and without prior notice. **5.3.** In case of late payments, the invoice price will be raised with a standard compensation of 10%, with a minimum of €100, without prejudice to the right on a reasonable compensation for any collection costs, in accordance with article 6 of the Law of August 2, 2012. **5.4.** False notifications on the invoice are to be reported within 14 calendar days after the invoice date by registered letter. After that period, the invoice is considered to be correct and accepted. **5.5.** In case of dispute regarding the delivered services, the contracting partner is in any case obliged to pay the non-disputed part of the invoice on the due date.

Article 6: Guarantees

If the solvency of the contracting partner has changed due to judicial acts against the contracting partner or other events which question the ability of the contracting partner to fulfill the obligations, Leuvense Bio-ingenieurskring VZW will retain the right to ask an adequate deposit from the contracting partner. If the contracting partner refuses to comply, Leuvense Bio-ingenieurskring VZW retains the right to cancel the order partially or completely, even if the services have been given already, partially or completely. Where appropriate, the contracting partners owes Leuvense Bio-ingenieurskring VZW a compensation of 30% of the total amount of the contract if this occurs within 60 calendar days before the event. A compensation of 50% when between 60 and 30 calendar days in advance of the event and 100% when less than 30 calendar days before the event.

Article 7: Intellectual property

The contracting partner is not allowed to copy or publish by print, photocopy, microfilm, electronic, on audio tape or by any other means the data which has been given access to or the publications which have been put at the contracting partner's disposal. Nor can the contracting partner store this data and/or publications in a retrieval system without prior written permission of Leuvense Bio-ingenieurskring VZW.

Article 8: Privacy

8.1. The contracting partner will not copy, publish or transfer to a third party the personal data which the contracting partner has been given access to following a contract with Leuvense Bio-ingenieurskring VZW. Also, the contracting partner will respect and comply with the EU regulation concerning the processing of personal data also known as GDPR d.d. 25 May 2018. **8.2.** The contracting partner allows Leuvense Bio-ingenieurskring VZW to store their contact information with respect to the EU GDPR regulation of May 25th 2018. **8.3** Leuvense Bio-ingenieurskring VZW guarantees that it has obtained the necessary consents and authorizations required to allow the contracting partner to process the personal data from the CV book in the context of recruitment and to allow the company to admit the persons whose CV is included in to contact the book in the context of recruitment. The contracting partner is not liable for any violations of the legislation regarding the processing of personal data by Leuvense Bio-ingenieurskring VZW.

Article 9: Force majeure

In case of force majeure, Leuvense Bio-ingenieurskring VZW has the right to suspend or cancel the execution of the contract. In case of force majeure, the contracting partner waives any damages.

Article 10: Measurements that oblige Leuvense Bio-ingenieurskring VZW in changing the event

10.1. If the conditions of this agreement are subject to exceptional measures (e.g. COVID-19 pandemic), whether or not imposed by authorities, KU Leuven or other relevant bodies, Leuvense Bio-ingenieurskring VZW will always try to comply with the relevant commitment to maintain the event in person. If these measures compel Leuvense Bio-ingenieurskring VZW to cancel the event, an online alternative will be provided. Depending on the type of event, compensation will be provided. **10.2.** For Sector Nights, BR Launches or similar events, Leuvense Bio-ingenieurskring VZW will switch to an online alternative by default. An evaluation of the event can be carried out afterwards by Leuvense Bio-ingenieurskring VZW. On the basis of this evaluation, a possible proposal can be made for an appropriate compensation. **10.3.** For the Job Fair or similar events, when switching to an online alternative, a financial compensation of 25% of the price of the event will be provided for which physical presence is required. **10.4** In the case that no alternative could be provided within the agreed period, a full compensation will be provided.

Article 11: Applicable law

On all the contracts concluded by Leuvense Bio-ingenieurskring VZW exclusively the Belgian law is applicable.

Article 12: Disputes

In case of disputes, exclusively the Courts of Leuven are competent.