



BECAUSE IT'S POSSIBLE

CLOS DES CYTISES 1
1410 WATERLOO
BELGIUM
WWW.JBIP.BE
INFO@JBIP.BE

TERMS AND CONDITIONS

Last updated on: 05/01/2024

1. General

These terms and conditions apply to the provision of services and sale of goods by JUST Because It's Possible. If the sale is accompanied by a license to use software written by JUST Because It's Possible, the signing of a contract implies the unconditional acceptance by the customer of the license agreement as described in section 6.

Differing conditions of the customer are not applicable and not opposable to JUST Because It's Possible.

2. Duration

The agreement shall take effect on the date of receipt, by JUST Because It's Possible, of the offer signed by the customer, for the period specified therein. If the sale is accompanied by a license to use software written by JUST Because It's Possible - unless otherwise specified in the quote - the license of use shall be tacitly renewed at the end of the initial period for successive periods of one (1) year, unless either party terminates the contract by registered letter with acknowledgment of receipt at least three (3) months before the expiration of the current contract period.

3. Quotes and orders

All the quotes from JUST Because It's Possible are valid only with respect to the person(s) to whom the quotation is addressed. An offer has a validity period as stated on the offer itself, or failing that, a validity period of 14 calendar days from the date of sending.

JUST Because It's Possible cannot be held liable for the non-fulfillment of an order or assignment due to force majeure, including but not limited to stock depletion, failure of supplier to deliver, destruction of goods or software due to accidents, strike, fire, flood, power outage, etc. JUST Because It's Possible is not obliged to prove the unforeseeable nature of the circumstance constituting force majeure.

Prices are always exclusive of VAT, taxes, transportation costs, costs of additional packaging and other costs, except where specifically indicated as inclusive.

When ordering, the customer must pay a deposit of 40% of the invoice amount, with a minimum of 250€.

4. Delivery and payment terms

The delivery times as stated by JUST Because It's Possible are purely indicative and not binding. Delays in no way warrant cancellation of the order, breach of contract, price reduction or any claim for damages.

Any complaint concerning the delivery, of whatever nature, must be notified by the customer within 8 working days from the delivery of the goods or the start date of performance of the services to JUST Because It's Possible and this by registered letter.

Invoices are payable within 30 days of invoice date.

If the invoice has not been paid on the due date, a contractual interest of 1% per month will be due ipso jure and without any notice of default, each month started counting for a full month. The compensation for non-payment will also be increased by a fixed compensation amounting to 10% of the invoice amount with a minimum of €100.

Every order of the customer, with or without paid advance, irrevocably binds the latter, it binds JUST Because It's Possible only after written confirmation thereof. JUST Because It's Possible however reserves the right to refuse an order without giving reasons. If an order is cancelled by the customer, for any reason, JUST Because It's Possible shall be entitled to claim compensation of 20% of the value of the quote.

5. Retention of title

All goods delivered by JUST Because It's Possible, wherever located, remain - with the exception of software - the property of JUST Because It's Possible until the buyer has paid the purchase price, possibly increased by interest and costs and all other claims in connection with its failure to perform the agreement.

The software developed by JUST Because It's Possible remains the property of JUST Because It's Possible at all times, only a license to use is granted to the customer as described in point 6.

6. Right to use

JUST Because It's Possible grants the customer, solely for the customer's benefit, a personal, non-transferable, non-exclusive right to use the software specified in the quotation or invoice for the period of time described herein. The right of use is granted for the version of the software specified in the quotation or invoice.

The customer may, solely to replace the original copy that has been destroyed or rendered unusable, make a spare copy of the software, unless a copy made by JUST Because It's Possible is provided.

Customer shall refrain from and prohibit users of the software from:

- Make a temporary or permanent copy of the software, excluding the backup copy described above.
- Further distribute, sell or rent the software to third parties.
- Decompile the software.
- Correct anomalies or have them corrected by third parties.

JUST Because It's Possible decides at its discretion on the evolution of the software through updates or a new version.

The software must be used in accordance with the documentation, on an environment that meets the requirements of JUST Because It's Possible.

The customer agrees to report anomalies in the software to JUST Because It's Possible in order to correct them. The correction of anomalies is subject to an update or a new version and will be carried out to the best of our ability.

If the customer, without the prior written consent of JUST Because It's Possible, sells or rents (any part of) the software written by JUST Because It's Possible to third parties, it will owe JUST Because It's Possible compensation for damages equal to the annual cost of the user license for that software plus 30%.

Any use of the software written by JUST Because It's Possible and/or the results generated by that software constitutes unconditional acceptance of these terms and conditions.

7. Maintenance

Maintenance relates only to software and in no way to hardware or network infrastructure.

JUST Because It's Possible undertakes to the best of its ability:

- Intervene at the client's request in case of problems.
- If the solution can be provided by phone or electronically, resolve incidents so that the customer can use the software in accordance with its purpose.

Are excluded:

- Defects caused by improper use of the software by the customer or changes made by the customer.
- Anomalies related to the customer's refusal to let JUST Because It's Possible access its information system(s).
- Anomalies associated with replacing all or part of the customer's computer equipment.
- Anomalies related to the customer's computer configuration or timing devices (transponders).
- Anomalies caused by sabotage.



BECAUSE IT'S POSSIBLE

CLOS DES CYTISES 1
1410 WATERLOO
BELGIUM
WWW.JBIP.BE
INFO@JBIP.BE

TERMS AND CONDITIONS

8. Backup

The customer is responsible for taking backups of all data. Although for certain products, JUST Because It's Possible backs up daily, JUST Because It's Possible can not be held responsible for loss of data.

9. Intellectual property

JUST Because It's Possible remains the sole owner of all rights regarding software, tools, documents, data, logos, resources, procedural knowledge as well as the content of its websites.

Any partial or complete reproduction of this content is strictly prohibited and may constitute an infringement of intellectual property.

10. Liability

Under no circumstances can JUST Because It's Possible be held liable for indirect damages, including consequential damages, lost profits, lost savings and damages due to business interruption.

Otherwise, the liability of JUST Because It's Possible is limited to a sum equal to the amount that would be due for the goods and/or services provided, and with a maximum of 1000€.

The risk for the loss, theft or damage of products, software or data that are the subject of the agreement passes to the customer from the moment he takes delivery of these products or starts using the software.

If the customer uses online services, JUST Because It's Possible is additionally released from all liability because of one or more of the following reasons:

- Decrease in external server quality because of non-compliance with advice given.
- Internet provider failure.
- Failure of other technical operators.
- Abuse of servers.
- Unauthorized disclosure of confidential information due to system failure or piracy.
- Misuse of passwords.

11. Dissolution

If the customer fails to perform one or more undertakings, then JUST Because It's Possible has the right to declare the agreement terminated by right and without notice by registered letter. In this last case, the customer will be obliged to pay what has already been delivered and executed, in addition to a compensation of the damage suffered by JUST Because It's Possible with an absolute fixed minimum of 30% of the agreed price including VAT, or at least the maximum legally allowed.

12. Applicable law

Belgian law applies to every agreement between JUST Because It's Possible and the client.