Terms and conditions

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This is a translation of the French original, which governs in case of divergence.

These terms and conditions govern the services provided by Avanserv SRL, a private limited liability company under Belgian law, Rue du Vieux Fermier 6, 5100 Namur (Wierde), enterprise number 1019.087.245, RPM Liège, Namur division (the "provider"). Articles are numbered so that contracts can refer to them.

Article 1. Scope

The provider's services address professionals only: companies, self-employed people, public-law legal persons or associations acting for professional purposes (the "client"). By ordering, the client confirms it acts in that capacity; the legal provisions specific to consumers do not apply. Use of the avanserv.com site is governed by the website terms of use.

The contractual documents complete one another in the following order of priority: the accepted quote or purchase order, the particular conditions agreed in writing, the applicable annexes (the data processing agreement, the service level agreement and the acceptable use policy), and then these terms and conditions. The client's own general or purchasing conditions are expressly excluded, even where the provider does not contest them in every exchange.

Absent the provider's prior written agreement, recorded in the quote or in the particular conditions, no service is provided outside the European Union, nor to a client established outside it.

Article 2. Definitions

The "services" are the work described in the quote: consulting, audit, software development, managed IT services, hosting or any other agreed work. The "deliverables" are the results created specifically for the client in performing the contract. The "recurring services" are the services provided continuously against a

periodic fee, hosting and managed services among them. A "working day" is a working day in Belgium.

Article 3. Offers and formation of the contract

The provider's quotes are valid for 30 calendar days, unless stated otherwise, and are accompanied by these terms and conditions. The contract is formed on signature of the quote, on the provider's written confirmation of the order, or, where the provider makes such a mechanism available, on express acceptance of these conditions when an order is placed online. In that last case the provider records the version of the conditions accepted, the timestamp and the identity of the person accepting, then confirms the order by email. These conditions are also permanently available on the avanserv.com site.

Article 4. Nature of the services

Absent a written commitment to the contrary, the provider owes an obligation of means: it performs the services with the care and skill the client is entitled to expect of a qualified professional, according to the state of the art. Timings given are estimates made in good faith; a schedule binds only where the quote expressly calls it firm.

Article 5. The client's cooperation

The client supplies, in good time, the information, access, content and licences needed to perform the services, and warrants that it holds the rights required over what it entrusts to the provider. It names a contact authorised to take day-to-day decisions. The consequences of the client's delay or default in that cooperation (time, reasonable additional cost) are the client's to bear.

Article 6. Prices

Prices are exclusive of VAT and of expenses incurred with the client's agreement (travel, third-party licences). Time-and-materials work is invoiced by time spent, at the agreed rate. For recurring services, the provider may revise its rates once a year on 30 days' written notice; where the increase exceeds the movement of the health index since the price was last set, the client may terminate the service concerned, without indemnity, before the new rate takes effect.

Article 7. Invoicing and payment

Invoices are payable within 15 calendar days of their issue date. Failing payment when due, the balance bears interest by operation of law and without notice of default, at the rate set by article 5 of the law of 2 August 2002 on combating late payment in commercial transactions, and the client owes the fixed 40 EUR recovery indemnity, without prejudice to other reasonable recovery costs. Any challenge to an invoice is reasoned and sent in writing within 15 calendar days of its receipt; the uncontested part remains due when it falls due, and interest on the contested part runs only from settlement of the challenge where the challenge is well founded. Invoices with a VAT-registered Belgian client are structured and sent over Peppol, mandatory since 1 January 2026.

After a notice of default left without effect for 15 calendar days, the provider may suspend performance of the services until payment in full, without that suspension giving the client any right to indemnity.

Article 8. Duration and end of the contract

One-off engagements end on completion. Recurring services are entered into for an indefinite term, unless the quote agrees an initial term; either party may end them in writing on one month's notice, whatever the service.

Either party may terminate the contract, in whole or for the service concerned, with immediate effect and without indemnity, on a serious breach by the other party left unremedied for 15 calendar days after a written notice of default, and on the other party's bankruptcy, liquidation or manifest insolvency. The provider may further suspend or terminate under the conditions set out in the acceptable use policy.

The end of the contract, whatever its cause, does not relieve the client of paying for the services performed up to the effective date.

Article 9. Exit and switching providers

At the end of a recurring service the provider returns the client's data to the client, on first request made within 30 calendar days, in a structured, commonly used and machine-readable format, and gives reasonable assistance with migration.

For hosting and managed services, switching providers further follows article 25 of regulation (EU) 2023/2854 on data: the client gives the one month's notice of article 8

with its switching request; the 30-calendar-day transition period starts once that notice ends, extendable once by the client for the period it considers appropriate, and by the provider up to seven months where 30 days is technically unfeasible, on reasoned notice within 14 working days of the switching request; data retrieval remains possible for at least 30 calendar days more after the transition. The exportable categories are listed in the register of data structures and formats. Once that retrieval period has closed and switching is complete, the data is erased from the provider's systems, subject to a legal retention duty. Switching charges, limited to direct costs until 11 January 2027, then disappear.

Article 10. Intellectual property

The economic rights in the deliverables created for the client are assigned to it on payment in full of the sums due, worldwide and for the legal term of protection, and cover reproduction, performance, communication to the public, adaptation, modification and distribution. The following remain the provider's property: its methods, know-how, tools and generic components; so far as the deliverables incorporate them, the client receives a non-exclusive, non-transferable and perpetual licence to use them. Open-source components remain governed by their own licences.

Where part of a deliverable is generated by an artificial intelligence system without enough human creative input to attract copyright, the provider assigns to the client whatever rights exist in it, without warranting that it is protectable. The provider names the client as a commercial reference only with its prior written agreement.

Article 11. Confidentiality

Each party protects the other's confidential information with the same care as its own, uses it only to perform the contract, and discloses it only to its staff and subcontractors bound by equivalent obligations. That obligation survives the end of the contract by five years. It does not apply to information that became public through no fault, was already lawfully known, was developed independently, or whose disclosure the law or an authority requires, in which case the party concerned tells the other without delay where that is permitted.

Article 12. Protection of personal data

Each party processes, as controller, the contact data of the other party's contacts, for managing the contractual relationship. Where the provider processes personal data on the client's behalf as part of the services, the data processing agreement forms an integral part of the contract and prevails over these conditions for that processing.

Article 13. Warranties

The provider warrants that the services are provided in line with the agreed description and the state of the art. For software development, it fixes at no charge reproducible defects reported in writing within three months of delivery, so far as they are attributable to the deliverable rather than to a modification, a non-conforming use or an environment not agreed. Absent express stipulation, the provider warrants neither a commercial result, nor the complete absence of errors, nor the fitness of the deliverables for a use not agreed. Third-party products and services come with their publishers' warranties alone.

The provider warrants that the deliverables do not knowingly infringe a third party's intellectual property right, excluding the client's own content, identified third-party components and non-conforming use; on a well-founded claim, it obtains, modifies or replaces the deliverable, or refunds its price, within the limits of article 14.

Article 14. Liability

The provider's total liability under the contract, all causes taken together, is limited to the amounts invoiced and paid for the services giving rise to the damage over the twelve months before the triggering event. The provider is not liable for indirect or consequential damage: loss of profit, of turnover, of customers, of expected savings, or harm to reputation, nor, for hosting and managed services, for data loss predating the last available restore point where the quote provides for a backup service, nor, absent such a service, for data loss not attributable to its fault.

These limitations do not apply in the event of fraud, wilful misconduct or gross negligence, of a breach of an essential obligation of the contract, of death or personal injury, or in the cases where the law forbids limiting liability. Nothing here is intended to deprive the contract of its substance. Any claim is notified in writing within a reasonable period after the damage is discovered.

Article 15. Force majeure and change of circumstances

Neither party is liable for a failure caused by an event of force majeure, meaning an event beyond its reasonable control that makes performance impossible, widespread third-party infrastructure outages, large-scale cyberattacks and decisions of authorities among them. Performance is suspended for the duration of the event; where it exceeds 60 calendar days, either party may terminate the affected service without indemnity. On a change of circumstances within the meaning of article 5.74 of the Civil Code that makes performance excessively onerous, the parties renegotiate in good faith.

Article 16. Subcontracting and assignment

The provider may subcontract all or part of the services under its own responsibility; subcontracting the processing of personal data is governed by the data processing agreement. Neither party assigns the contract without the other's written agreement, except as part of a restructuring or a transfer of business, on written notice.

Article 17. Non-solicitation

During the contract and for twelve months after it ends, the client refrains from hiring or directly soliciting, in any capacity whatsoever, a member of the provider's staff or a subcontractor of the provider who took part in the services, absent written agreement. On a breach, the client owes the provider a lump-sum indemnity equal to three months of the gross remuneration of the person concerned, a reasonable estimate of the cost of replacing them, without prejudice to the right of either party to prove lesser or greater damage.

Article 18. Hosting and managed services

Hosting and managed services are provided under the following additional conditions. The client remains solely responsible for the content, applications and data it hosts or has hosted; it respects the acceptable use policy, which also describes the procedure for reporting unlawful content and the measures the provider may take, in line with regulation (EU) 2022/2065. Where the quote refers to it, the service levels, maintenance windows and applicable credits are set by the service level agreement. The client's data remains its property; its return is governed by article 9.

Article 19. Acceptance of deliverables and change requests

The client tests the deliverable and notifies its reasoned reservations in writing within 15 calendar days of it being made available; absent that, it is deemed accepted. The provider fixes well-founded reservations and resubmits the deliverable on the same time limit, without prejudice to the warranty of article 13.

Any request that changes the scope, timing or price is the subject of a written amendment signed by both parties, stating its impact on schedule and price; absent that, the provider does not carry it out. An urgent request may be carried out on a simplified written confirmation, with the amendment regularised without delay.

Article 20. Miscellaneous

The contract is the entire agreement of the parties on its subject matter. Where a clause is declared void or unenforceable, the others stand, and the clause is replaced by a valid stipulation of equivalent effect. Not relying on a right is no waiver of it. Notices are given in writing, email being authoritative between the parties; where they exist, the provider's electronic records (online acceptances, timestamp logs) are admitted as evidence. The provider may amend these conditions for the future on 30 days' written notice for recurring services; where the amendment is unfavourable to the client, the client may terminate the service concerned before it takes effect, without indemnity. These conditions are drawn up in French; any translation is provided for convenience, French prevailing.

The following articles survive the end of the contract: 7, 9, 10, 11, 12, 13, 14, 17 and 21.

Article 21. Governing law and jurisdiction

The contract is governed by Belgian law. The parties seek an amicable solution before any action. Failing that, the courts of the judicial district of Namur have sole jurisdiction, the enterprise court of Liège, Namur division, hearing disputes between undertakings.