

General Conditions

Article 1 - APPLICATION

These general conditions apply to all contracts which the client places with CP Testing. The client accepts these conditions simply by placing a contract with CP Testing.

Article 2 - UNDERTAKING

In view of the special nature of the activities of CP Testing, CP Testing can only undertake to perform the contract on the basis of the input provided by the client with the resources at its disposal and to the best of its abilities. CP Testing is only liable for any obvious professional misconduct that it commits.

Should it appear that the proposed budget will not make it possible to achieve a reliable result, the client will be informed and must decide whether the activities should be pursued on the basis of an additional, jointly determined budget.

Article 3 – START AND TIME FOR COMPLETION

The start of the contract will be determined jointly by the parties. The time for completion is only indicative. It is not binding and cannot give rise to any compensation.

Article 4 - PAYMENT

Unless stated differently at the time of the offer, invoices are payable "30 days end of month", without discount or costs for CP Testing, including VAT. For invoices within EU, VAT Liability Transfer regulation applies in accordance with Art.44 of the Council Directive 2008/8 CE. The recipient will be subject to reverse charge in the country of receipt.

Article 5 – CLAIMS AND LIABILITY

Claims pertaining to the performance of the contract must be sent in writing to CP Testing within a period of 10 days after performance of the services in question. After said deadline such services are deemed to be accepted and an invoice is issued.

For clearly demonstrated failings in the performance of the contract which are not the result of an instance of force majeure, mistaken or insufficient information provided by the client or an intervention of a third party for which CP Testing is not liable, CP Testing undertakes to remedy such failings provided it is informed of them within the aforementioned deadline of 10 days.

CP Testing is not liable for the use of the results of the contract. CP Testing is not bound to pay compensation of any nature whatsoever.

Article 6 – PRODUCTS MADE AVAILABLE BY THE CLIENT

Every product made available by the client, regardless of its application, must be accurately identified prior to its arrival at CP Testing.

Pursuant to the performance of the contract, CP Testing may not be held liable for damage to the products made available by the client.

If there is nothing in the offer regarding the return of products, they will be held for a period of up to three months from the end of the project. In the event of a planned or unplanned return, any costs incurred in the event of a return requested by the client shall be invoiced to the client.

Article 7 – SHIPMENT OF GOODS

The goods will be shipped from CP Testing on behalf of and at the risks of the client. Even in the event of free delivery these risks will be borne by the client. In the event of damage, loss, etc., the client must directly contact the entrusted with the transport of the goods.

Article 8 – GROUNDS FOR EXEMPTION

The following are considered grounds for exemption if they materialize after the initiation of the contract and hinder the performance of said contract: labor conflicts and all other circumstances such as fire, mobilization, requisition, embargo, prohibition of foreign exchange transfer, revolt, shortage of means of transport, general scarcity, limitation of energy consumption, when these other circumstances materialize outside the control of the parties.

The party which invokes the aforementioned grounds must immediately inform in writing the other party of the commencement and cessation of such grounds. The appearance of said circumstances releases both CP Testing and the client of all liability.

Article 9 – INTELLECTUAL PROPERTY RIGHTS

Intellectual property rights, of any nature whatsoever, with respect to the specific product and process information shall remain the property of the client.

The client guarantees that all documentation and information which it provides to CP Testing with a view to the performance of the contract and the use thereof is free of intellectual rights of their parties, and the client indemnifies CP Testing from any loss, damage, costs, expenditure or other claims that arise from a breach of the intellectual rights of third parties.

The client acknowledges that the intellectual property rights of any nature whatsoever with respect to general knowledge is the property of CP Testing and shall remain its property.

The intellectual property rights to the results of the contract shall remain limited to said results and shall only be transferred to the client upon full payment of all invoices in connection with the contract.

Article 10 – CONFIDENTIALITY

CP Testing will not publish any information provided by the client or divulge it to third parties. When performing the contract entrusted to it, CP Testing undertakes to involve only those individuals, partner organizations and subcontractors that are necessary for the implementation of the contract and will impose on them the same confidentiality requirement as that stipulated in Article 13.

In addition, CP Testing will not use said information for purposes other than the performance of this contract. Due to their confidential nature, the client will not make public, share, divulge or otherwise make available to third parties any offers from CP Testing, reports, records and accompanying documentation arising in connection with the performance of the contract.

The client will only apply said offers, reports, records and accompanying documentation only for its own use. The client will take all reasonable precautions to prevent any publication or unauthorized use.

The above does not apply to all information that is public at the time that it is delivered by one of the parties, and no longer applies if this information is made generally known at any time without any breach of the above by the other party.

Article 11 – INVALIDITY

The invalidity of a clause, even partial, will not result in the invalidity of the other clauses of the general conditions or the contract to which they apply.

Article 12 – APPLICABLE LAW AND JURISDICTION

The contracts are governed by Belgian law. For all disputes arising in connection with these general conditions and the contracts to which they apply, the courts of the registered office of CP Testing shall have sole jurisdiction.