



General Terms and Conditions

Last revision: 18/03/2020

1. Application of the general conditions

Unless otherwise expressly agreed in writing, all our orders, deliveries, contracts and invoices are subject to these general terms and conditions.

2. Quotes and order forms

An order is valid only if it is signed by the customer within the period of validity of the quotation, without any changes or reservations. Any changes to our quotations and order forms are binding on us only after written confirmation and acceptance by us.

3. Invoicing

We charge 50% of the price at the time of order confirmation and the balance at the time of order fulfillment. For annual recurring orders, an amount equal to 50% of the price will be invoiced at the time of the order and 50% at the completion of the first cycle and thereafter the full amount or 100% must be paid at the beginning of each period specified in the contract.

The price of one-time orders will be invoiced at the beginning of the month following the service.

4. Payment and late payment

In the absence of specific instructions, all our invoices are payable in cash. For recurring services, the customer may request a credit of up to one month at an interest rate of 1% at least 10 working days before invoicing.

In the event of late payment or non-payment, the amount will be increased by right and without notice of default by a lump sum compensation of 15% with a minimum of € 60, which covers the difficulties we encounter and the administrative costs incurred by MMBB in this regard, excluding court costs and the costs and fees of counsel appointed by MMBB. In addition, if payment is not made by the due date, interest will be payable by operation of law and without notice at the rate of 12% per annum. The interest on arrears is calculated per started month.

Any non-payment of an invoice on the due date shall result in the cancellation of any outstanding invoices already drawn up and communicated to the customer, and shall automatically cancel any payment plan or any authorisation for the future, for which reason we also reserve the right to opt for the termination of this agreement. In case of non-payment on the due date, for any reason, or in case of non-compliance with a single contractual obligation, we reserve the right to :

- Either the execution of the agreement will be unilaterally suspended and this after a prior notice of default to which no useful action has been taken within 8 days and without the customer being able to claim damages, but without prejudice to our right to claim damages;
- Either the agreement is unilaterally terminated without prior court approval and after sending a prior notice of default to which no useful action has been taken within 8 days, without prejudice to our right to claim damages.



5. Claim

In order to be valid, any complaint regarding invoices must be submitted by registered letter with a reasoned justification within fifteen days of receipt of the invoice. The filing of a complaint does not relieve the Customer of its payment obligations.

6. Change or cancellation of order

The signature of the order form by the Customer makes the order final and irrevocable. The order cannot be cancelled or modified without our prior written consent and upon reimbursement of all resulting costs by the Customer.

In the event of cancellation of an order by the Customer, we may require either full payment for the cancelled work and services if they have been performed in part or in full, or payment of compensation equal to at least 50% of the cancelled work and services if they have not yet begun.

If the order has given rise to the payment of a deposit as provided in the order form, the deposit will not be refunded, regardless of the cause of the cancellation, unless otherwise provided.

7. Electronic communication

We communicate our invoices electronically via the e-mail address and the person designated by the customer. For sending an invoice on paper, a fixed amount of € 8.00 including VAT will be charged.

8. Invoice modification request

Unless otherwise stipulated, the preparation of credit notes and re-invoicing requests from the Customer due to changes in its situation or structure will be invoiced at an hourly rate of € 60.00 + 21% VAT with a minimum of € 10.00 per credit note/invoice.

9. Miscellaneous: litigation and jurisdiction

- The nullity of one or more clauses of these general terms and conditions shall not result in the nullity of the remaining general terms and conditions.
- Our general terms and conditions apply to all our transactions. The customer's general terms and conditions are expressly excluded.
- Only Belgian law is applicable to this agreement. In case of a dispute, only the courts of the judicial district of Brussels are competent.
- The customer expressly acknowledges that he/she understands the language of the documents provided to him/her and of these general terms and conditions. He also acknowledges that he has been informed that he can receive all additional information and translations of these general terms and conditions on request or via our website, namely: <https://www.mmbb.be>.