
General conditions

Article 1. Definitions

In these general conditions the terms hereafter are used in the following meaning, unless explicitly mentioned otherwise:

1. Supplier means pm4all bvba and each subcontractor of pm4all bvba.
2. In-company education, course, training or exam means an education, course, training or exam offered by supplier for an individual client at locations specified by the client.
3. Open registration education, course, training or exam means an education, course, training or exam offered by supplier at locations specified within the description of the education, course, training or exam
4. Consulting or consultancy means professional advice and/or client service offered at locations specified by the client.
5. In-company service means one of the services mentioned under Article 1.2 and 1.4.
6. Open registration service means the services mentioned under Article 1.3.
7. Service in general means the services mentioned under Article 1.5 and 1.6.
8. Client means the opposing party of the supplier.
Client also means the person, firm or corporation identified as enrolling one or more delegates in an open registration or in-company education.
Client means the person, firm or corporation identified as requesting and/or confirming the client service.
9. Participant, trainee or candidate means the client who is participating at the open registration of in-company training.
10. Offer, proposal or tender means the offer, proposal or tender from supplier to client.
11. Confirmation means the legal act performed by the client by whom a legally binding contract is made between supplier and client, where the supplier has the right to invoice the client.
12. Contact means legally binding agreement between supplier and client.
13. Course materials or pre-course materials means all presentations, books, manuals, documentation, listings, instructions and statements in either machine- readable or printed form.
14. Days mean calendar days.
15. Working days mean each day of the week excluding Saturdays, Sundays and Belgian statutory holidays.

Article 2. General

1. These conditions are applicable to each offer, proposal, tender and contract between supplier and client on which the supplier has declared the conditions to be applicable, in so far the parties did not deviate explicitly and in writing from these conditions.
2. The present conditions are also applicable to all agreements with supplier, for the execution of which third parties need to be involved.
3. Any possible deviations to the general conditions are only applicable if explicitly confirmed in writing. The appropriateness of a possible purchase or other conditions of the client is expressly declined.
4. If in any particular case any of these provisions shall be held to be invalid wholly or partially, or can be cancelled, the other provisions shall continue to remain in full force and effect. Supplier and client shall then debate in order to agree to new provisions in substitution of the invalid, cancelled provisions, whereby, if and in so far as possible, the objective and the purpose of the original provisions need to be taken in consideration.
5. If there is uncertainty about the explanation of one or more provisions of these general conditions, the explanation shall take place "in the spirit" of these provisions.
6. If between parties a situation occurs which is not regulated in these general conditions, this situation shall be judged in the spirit of these conditions.
7. If client does not always require a strict application of these conditions, this doesn't mean the provisions are not applicable, or supplier should lose to any extent the right, in other cases to require the strict application of the provisions of these general conditions.

Article 3. Modification and source of conditions

1. Applicable at all times is the version which is provided publicly on the website of supplier c.q. the version valid at the time the agreement was passed.
2. The Dutch version of the general conditions is always determines its explanation.

Article 4. Offers, proposals and tenders

1. All offers, proposals and tenders are free of obligations, unless within the offer, proposal or tender an acceptance term is mentioned.
2. Supplier cannot be hold to its offers, proposals or tenders if the client can reasonably understand that the offers, proposals or tenders, or a part of it, contains an obvious mistake or error in writing.
3. Within the scope of in-company education, training, course or exam and consultancy the offers and tenders made by supplier are free of obligations, and are valid during 30 days, unless stated otherwise. Supplier is only bound by offers and tenders if its acceptance by the client is initialled on each page and signed by all parties where indicated, written and confirmed within 30 days, unless mentioned otherwise.
4. Prices mentioned in offers, proposals and tenders are exclusive from VAT and other charges by a public authority, as well as of possible expenses made in the framework of the agreement, including mailing and administrative costs, unless otherwise mentioned.

5. If the acceptance (on subordinated items) deviates from the offer contained in the proposal or tender, it is not binding upon the supplier. The contract does not come about in accordance with this deviant acceptance, unless supplier indicates otherwise.
6. A compound quotation does not force the supplier to perform part of the order against a corresponding part of the price mentioned.
7. Offers, proposals and tenders are not automatically binding for future orders.

Article 5. Performance of the contract

1. Supplier will perform the contract according to its own judgement and to the best of its ability and in accordance with the requirements of good professional skills. One and another on ground of the state of science at that moment.
2. Supplier holds the complete control of the way he or his agent is performing the activities, in so far these are in accordance with the agreed arrangements in the contract.
3. The content and/or the composition of the activities that need to be performed are only meant as a general directive and are not part of the contract. Supplier reserves the right to put in reasonable variations to the content and the composition of the activities without any notice.
4. If and in so far required for a good performance of the contact, supplier has the right to have certain activities carried out by third parties. Supplier guarantees all agents to be staff members of or all agents are bound to supplier.
5. Client takes care of all data or materials, which supplier indicates to be necessary or which the client should reasonably understand to be necessary for executing the contract, to be provided to the supplier in time. If the data or materials necessary for the execution of the contract are not provided to the supplier in time, supplier has the right to postpone the execution of the contract and/or invoicing the client for the extra costs resulting from the delay according to the common rates.
6. Supplier is not liable for damage, of whatever nature, because the supplier took for granted the incorrect and/or incomplete data or materials provided by the client, unless this incorrectness or incompleteness should have been knowable by supplier.
7. The supplier is authorised to execute the contract in different phases and to invoice separately the thus executed part. If the contract is executed in phases the supplier can postpone the execution of these parts belonging to a next phase until the client has agreed in writing to the results of the previous phase.
8. In case activities are performed by the supplier or third parties called in by the supplier in the frame of the assignment on the client's site or a site designated by the supplier, the client takes care, on a for free basis, of the facilities required by the co-workers in a reasonable way.
9. Client exempts supplier of possible liabilities of third parties, who in respect of the execution of the contract are suffering damage which is chargeable to the client.
10. In case the client does not fulfil his obligations with regard to proper working order, the client is liable for all damage at the supplier's side, directly or indirectly caused because of this.

Article 6. Modification of the contact

1. If during the execution of the contract it seems necessary for a proper execution to change or complete the activities to be performed, parties shall adapt the contract in time and in mutual agreement accordingly. If the nature, dimension or content of the contract is modified, whether or not on request or indication of the client, of the competent authority etc., and as a result the contract is modified with regard to quality and quantity, it can have consequences for what had originally been agreed. Consequently the original agreed amount can be increased or decreased. Supplier shall make a tender in this respect in as much as possible. Due to a modification of the contract the originally agreed term of execution can also be modified. The client accepts the possibility of modification of the contract, including the modification in price and term of execution.
2. In case the parties agree to the modification or addition to the contract, the moment of completion of the execution can be influenced as a result of this. Supplier will inform the as soon as possible.
3. In case the modification or addition will have financial and/or qualitative consequences on the contract, supplier will inform client in advance.
4. In case a fixed remuneration and/or costs has been agreed to, supplier will in so far as possible indicate to what extent the modification or addition of the contract results in an overrun of this remuneration and/or costs..
5. Contrary to 6.3 it will not be possible to alter additional costs if the modification or addition is the result of circumstances that can be attributed to supplier.
6. In case of modification of the contract, including an addition, supplier is authorised to execute this in the first place, after therefore having obtained the agreement of the competent person on the supplier's side and the client's agreement with regard to the indicated price and other conditions, including the time period to be determined for its execution. The immediate or not immediate execution of the modified contract doesn't result in a default of the supplier and is for the client not a reason to cancel or nullify the contract.
7. Without being in default, supplier can refuse a request to modification of the contract, in case this could have consequences with regard to quality and quantity, for example, duties to be performed in this framework on goods to be delivered.

Article 7. Contract duration and completion deadline

1. The contract between supplier and client is made up for a fixed period of time, unless resulting in a different way from the nature of the contract or otherwise and explicitly agreed in writing by parties.
2. In case within the duration of the contract a term has been agreed to for the completion of certain activities, this is never an expiration date. When exceeding the completion deadline the client therefore has to serve notice upon the supplier in writing. Supplier has to be given a reasonable term yet to execute the contract.

Article 8. Expenses and costs

1. For offers, proposals, tenders and contracts where a fixed compensation and/or cost has been given or has been agreed to, article 8.2, 8.4. and 8.6 till 8.13 will apply.
2. Parties can at the time of realisation of the contract agree to a fixed compensation and/or cost.
3. If no compensation and/or cost has been agreed to the compensation and/cost will be determined on the basis of legally spent hours. The compensation and/or cost will be calculated according to the usual hour- or day tariff of supplier, applicable for the period the activities have been accomplished, unless there is agreed to a deviant hour- or day tariff.
4. The compensation and/or costs and eventual cost estimate are exclusive VAT or any selling tax, which will be added to the appropriate tariff. Belgian VAT will be applicable, regardless of clients' or participant's nationality or residence, if the service takes place in Belgium.
5. Invoicing of the activities will take place at least each month in accordance with the arranged hour- or day tariff or pro-ratio in accordance with the fixed compensation and/or cost.
6. All mentioned prices contain no travel- or accommodation expenses, which the client or participant should make to participate to a service of whatever nature.
7. With regard to open registration education, course, training or exam the open registration services, course materials, lunches, drinks and the reasonably use of material, publication and machinery (in so far they are applicable) for the participant, are included the price for the duration of open registration services in question.
8. In case supplier agrees with the client a fixed compensation and/or cost or hour- or day tariff, supplier nevertheless is always authorised to increase this fixed compensation and/or cost or tariff without the client is authorised in that case and for that reason to annul the contract, if the price increase results from a competence or obligation in accordance with the rules of legislation caused by an increase of prices of raw materials, earnings etc. or on grounds that were not reasonably foreseeable when entering into contract.
9. Furthermore supplier may increase the compensation and/or cost when during the execution of the activities it turns out the originally agreed rather than the expected amount of work was underestimated in such a way that when entering into contract,, and this is not accountable to supplier, it cannot be reasonably expected from supplier to accomplish the agreed activities against the compensation and/or cost which has been originally agreed to.
10. Supplier will inform client in writing of the intention to increase the compensation and/or cost or tariff. Supplier will mention with these the amount and the date on which the increase will take effect.
11. Supplier receives the agreed amount as compensation for the task he executed. Possible claims on the tax on earnings, payable social insurance premium, fines and/or interest resulting from this contract are entirely, without exception, for the account of supplier.
12. Supplier indemnifies client possibly against all obligations in accordance with tax on earnings, social insurance premium, retirement or whatever obligation also in accordance with employees of supplier. However, in case client for whatever reason by reason of this contract is hold to pay social insurance premium and/or tax on earnings, whether or not with retroactive effect, for employees of supplier, supplier will indemnify client on first request the actually paid amounts.
13. Besides supplier will compensate the VAT which has been invoiced to client and paid by client incorrectly, in case the legal relation has unforeseen been considered as a engagement in service between client and the persons put at disposal by the supplier.

Article 9. Payment

1. Supplier is authorised to invoice client while receiving a confirmation of the offer, proposal, tender or contract, as well as while receiving a confirmation of client of an open registration education, course, training or exam.
2. Payment has to be effected 30 days after date of invoice, via a method indicated by the supplier and in the currency in which it is declared. Objections against the level of declarations do not postpone the obligation to pay.
3. In case payment occurs within 30 days after date of invoice, supplier will not take any surcharge into account.
4. Supplier reserves the right to claim interest on arrears for each payment, after 30 days after date of invoice, in conformity with the law of August the 2nd 2002 concerning arrears of payment in commercial dealings, being the applicable average interest rate of the European Central Bank increased with 7 percentage points. Also an agreed amount will be considered as compensation for damages in the order of van 10 % of the invoice with a minimum of € 250.00, in order to compensate the collection charges and administrative costs.
5. In case of liquidation, failure, attachment or suspension of payment of the client claims from supplier towards the client are immediately payable.
6. The supplier has the right to use the payments made by the supplier to the client to the effect of deducting the costs, and further of deducting the arrear interest and finally of deducting the total sum and the running interest rate. The supplier has the right, without being in default, to refuse an offer of settlement in case the client indicates a different order of attribution. The supplier has the right to refuse full settlement of the total sum if at the same occasion the arrear and running interest as well as the expenses are not paid.
7. The client is never authorised to settle the amount due to the supplier.

Article 10. Retention of title

1. All material delivered by supplier, possibly including drafts, sketches, drawings, films, software (electronic) files etc. remain the property of the supplier until the client has properly fulfilled all following obligations resulting from all agreements concluded with the supplier.
2. The client should always act in a way that could reasonably be expected from him in order to safeguard the supplier's rights of ownership. If third parties claim the delivered objects with retention of title or establish or claim rights thereon, it is mandatory for the client to inform the supplier thereof as soon as can be expected..
3. The client commits himself to insure and keep insured the deliveries with retention of title against fire, explosion or water damage as well as against theft .He should submit this insurance contract at first request to the supplier for inspection. In case

of a possible compensation of the insurance the supplier is entitled to these amounts due. In as much as necessary the client commits himself in advance towards the supplier to render his assistance to what could possibly be (or seem to be) necessary or desirable in that respect.

4. In the event that supplier wants to enforce his retention of title mentioned in this clause, the client already grants his unconditional and irrevocable permission to the supplier or to third parties designated by the latter, to set foot on all the locations where the belongings of the supplier are located and to take this material back.

Article 11. Investigation, complaints

1. In the event of timely reclaiming by the client, this does not defer his obligation for payment. The client is in this case also obliged to acquisition and payment of the ordered material and of everything he had commissioned the supplier.
2. The client commits himself to (let) examine the deliveries as soon as the material is put at his disposal, the respective duties are carried out. In addition the client has to examine whether the quality and/or quantity of the deliveries correspond to what was agreed and meet the requirements agreed upon by the parties in this respect. Complaints about the performed duties have to be addressed by the client to the supplier via registered mail within 8 days following the discovery, but no later than 14 days following the completion of the duties under reference. The reporting should give a detailed description of the shortcoming so that the supplier can react properly. The client has to give the opportunity to the supplier to (let) examine the complaint.
3. Shortcomings or complaints received after the deadline of 14 days following the completion of the duties concerned cannot be sustained. In case a shortcoming or complaint is reported, the client has no right to repair, replacement or compensation.
4. In the event a complaint is valid, the supplier will execute the duties as agreed upon, unless client can prove that meanwhile this has become meaningless. The client should advise of this in writing.
5. In the event the execution of the agreed duties is no longer possible or meaningful, the supplier will only be liable within the limits of 0.
6. In the event it is established that a complaint is unfounded, the resulting costs, including the research expenses, made at the side of the supplier, are to be borne in full by the client.
7. Contrary to the rule of the legal limitation periods, the limitation period of all claims and defences towards the supplier and towards third parties involved by the supplier in the execution of an agreement, amounts to one year.

Article 12. Termination

1. Both parties can terminate the agreement in writing at all times.
2. In case the contract will be terminated prematurely by the client, the supplier has a right to compensation for the thus created and reasonable case for loss of revenue, unless facts and circumstances are at the basis of the termination which is charged to supplier.
3. In case the contract will be terminated prematurely by the client, and for contracts according to arranged hour- or day tariff, where no compensation and/or cost has been agreed to, therein included consulting or consultancy tasks, the client is in that case is held to payment of the declarations for the duties executed until then. The temporary results of duties executed until then will be provided with reservation to client.
4. In case the contract will be terminated prematurely by the client, and for contracts according to arranged hour- or day tariff, where no compensation and/or cost has been agreed to, supplier in consultation with client will take care of transfer of the to be performed duties to third parties, unless the termination is charged to client. In case the transfer of duties brings along extra costs for supplier, they will be taken into account to the client. The client is hold to pay the costs within the therefore mentioned term, unless otherwise indicated by supplier.
5. In case the transfer of duties brings along extra costs for supplier, they will be charged to the client.
6. In case the contract will be terminated prematurely by the supplier, and for contracts where a compensation and/or cost has been agreed to, therein included education, courses, training or exams, applies that supplier reserves the right to change, to interrupt or to annul these, provided he observes a previous reasonable term, except in case of an emergency. In this case client has right to reimbursement of already paid compensation and/or cost to supplier in case of cancellation or modification of the contract or important change of location, but the client will not be authorised to obtain any compensation of costs or damage resulting from such like cancellation or modification.
7. In case of liquidation, of composition or bankruptcy, of seizure, if the seizure has not been waved in 3 months, incurred by the client, of remission of a dept, or any other circumstance which makes it impossible for the client to dispose freely of his assets, the contractor is authorised to repudiate, immediately, the order or contract without any obligation to pay any redress for damages or compensation payments. The claims of contractor to the client are immediately withdraw able. The client can also make free use of this right if the contractor is declared bankrupt, applied for composition, or lost the right to dispose freely of his assets.

Article 13. Suspension and winding-up

1. The supplier is authorised to suspend the fulfilment of the obligations or to repudiate the contract if
 - a. The client does not comply, does not fully comply, or does not comply in time with the contractual obligations.
 - b. After the closing of the contract the supplier was informed on circumstances, where there is reason to fear that the client shall not satisfy the contractual obligations; if there is reason to fear that the client shall not fully or not adequately satisfy the contractual obligations, the suspension is allowed only in so far as justified by the failure to fulfil the obligations.
 - c. At the time of the conclusion of the contract the client was requested to provide a security for fulfilment of his obligation resulting from the contract and this security is not provided or is insufficient.
 - d. Because of time delay caused by the client there can no longer be expected from the supplier that he complies with the contract on the initial terms and conditions.
2. If the client does not fulfil the obligations resulting from the contract, and the non fulfilment justifies the winding-up, the supplier is authorised to repudiate the contract immediately without any obligation of any redress for damages or compensation payments

on his side, whereas the client has the obligation to pay redress for damages and compensations on account of the major offence.

3. The supplier is authorised to (let) repudiate the contract within circumstances making the fulfilment of the contract impossible or, taking into account the equity or natural justice, no longer possible than if circumstances occur that are of such a nature that the unaltered fulfilment of the contract can no longer be reasonably expected.
4. If the contract is repudiated the rights of the supplier on the client are immediately withdraw able on demand. If the supplier holds the fulfilments of the contract in abeyance, he retains his claims by law and contract.
5. If the client can be charged with the winding-up of the contract, the supplier is authorised to receive compensation for damages, including the direct and indirect costs.
6. If the supplier proceeds to suspension or winding-up of the contract, he cannot be held responsible for the compensation for damages or costs, caused in any way.

Article 14. Return of property made available

1. If, at the time of the conclusion of the contract, the supplier makes any item of property available, the client shall accord to fully return the delivery within 14 days in its initial state, free of flaws. If the client does not fulfil this obligation the resulting costs are at his own expense.
2. If the client, for whatever reason, fails even after receiving a summons to fulfil the obligation mentioned in item 1 above, the supplier is authorised to recover from the client the damages and costs, including the cost of replacement.

Article 15. Liability

1. If the supplier is held liable, this liability is limited to the following provision.
2. The supplier cannot be held liable for damages, of whatever nature, if the supplier has based his actions on false or incomplete statements from the client.
3. Any error in writing, substantive error, omission in any kind of sold literature, administrative documentation, course materials, pre-course materials, offer, proposal, tender, invoice, or other administration from the supplier will be rectified without any liability on account of the supplier.
4. Any (cumulated) liability of the supplier and persons or organisations, with whom he has concluded a joint venture for the direct damages arising from or connected with the duties stipulated by contract, is limited to twice the amount payed by the client to the supplier for the duties causing the damages.
5. For any assignment longer than 6 months, the liability is limited to the receivable compensations or costs made in the last 6 months.
6. Supplier is only liable for direct damages.
7. Direct damages are:
 - a. Any reasonable costs to ascertain the cause or extent of damage, in so far the settlement relates to damages as stipulated in the general conditions.
 - b. Any reasonable costs necessary to adapt the inadequate service by the supplier to the contract, unless these cannot be charged to the supplier.
 - c. Any reasonable costs, made to prevent or reduce damages, if the client can give proof that the costs reduced the direct damages as stipulated in the general conditions.
8. Supplier is never liable for indirect damages, including herein consequential damage, loss of profit, missed savings and damage by stagnation of the holding.
9. Supplier is never liable for damages caused by death or bodily injury.
10. The restrictions for liability for direct costs as stipulated in the general conditions do not apply if the damage is caused deliberately or due to serious offence by the supplier or his subordinates.

Article 16. Warranties

1. The client protects the supplier against any claims from a third party, suffering damage in connection with the application of the contract and where the damage is not caused by any factor of the supplier. If a third party starts proceedings against the supplier in this respect, the client should assist the supplier by and out of law and should do everything that can be expected from him. If the client fails to fulfil his obligations to take adequate measures, the supplier is authorised to do so himself without any formal notice. All costs and damages caused to supplier and third party are at the risk and for the account of the client.
2. The client protects the supplier against any claims from a third party in relation to intellectual property rights on the materials or statements provided by client, used for the execution of the contract.
3. If the client provides data carriers, electronic files, or software, to the supplier, he guaranties that the data carriers, electronic files, or software are free of viruses and faults.

Article 17. Risk-transfer

1. The risk of loss or damage caused to the materials being the subject of the contract will pass on to the client upon the moment of the legal or actual delivery and thus transferring the power to the client or to a third party chosen by client.

Article 18. Force majeure

1. Parties are not bound to fulfil any obligation, if they are restricted by a circumstance beyond their control, nor by law, a legal act or common views.
2. Apart from the explanation in common law and in case law, force majeure is defined in the general conditions as every external cause, foreseeable or not, on which the supplier cannot have any influence, however, preventing the supplier to fulfil his obligations. Strikes in the company of the supplier or a third party are included.
3. The supplier is authorised to rely on force majeure, if the circumstance that prevents the (further) fulfilment, materializes after the moment the supplier should have fulfilled his obligations.
4. During the period of force majeure parties can suspend the contract obligations. If this period is longer than 2 months, every party is authorised to repudiate the contract, without any obligation for compensation of damage to the other party.
5. If the supplier has already partly complied, or will be able to comply with the contract obligations at the moment of the force majeure entering into effect, and autonomous value can be given to the portion already complied with or to be complied with, the supplier is authorised to declare the portion already complied with or to be complied with, separately. The client is bound to execute the declaration as if it was a separate contract.

Article 19. Confidentiality

1. Both parties are bound to confidentiality, during the contract and also after the contract would have been terminated for whatever reason, of all confidential information received from each other or any other source in the context of the contract. Information should be considered as confidential if mentioned as such by the other party or if resulting from the nature of the information.
2. If, on grounds of any legal determination or any juridical ruling, the contractor is bound to supply confidential information to a third party assigned by law or by judge, and the contractor cannot invoke any legal entitlement to refuse to testify, or any entitlement to refuse to testify by judge entitled to adjudicate, the contractor is not bound to compensation for damages or compensation payments and is the opposite party not authorised to repudiate the contract based on any damage, caused by this.
3. Parties shall never keep any documents, correspondence or copies, in their possession on account of the contract, longer than necessary to fulfil the contractual obligations. Both parties are compelled to restore documents, correspondence or copies to the other party no later than at the moment of repudiation of the contract.
4. The contractor ensures that the persons he hires for the execution of the contract observe the obligations in this article.

Article 20. Intellectual property and copyrights

1. Any items, provided by the supplier, including course material, e-learning, updates, opinions, contracts, designs, sketches, drawings, software, etc., are exclusively for use by client and may not be multiplied by the latter without prior (partly) permission from the supplier, nor published, nor sold, nor rented, nor borrowed, nor notified, unless resulting otherwise from the type of documents.
2. The supplier preserves the right to use the knowledge gathered during the execution of the duties for different purposes, as long as he does not disclose confidential information to third parties.
3. The supplier guarantees that he shall not voluntarily use any documents subject to intellectual property rights without the agreement of the owner of the intellectual property.

Article 21. Sample and models

1. If the client is shown or given a sample or model, it will be under the presumption that it is just provided as an indication, unless the contract contains a specific determination that the delivery/product will correspond with the sample or model.
2. In the context of an assignment of immovable goods the surface area or other dimensions and indications will be under the presumption only to be as an indication, without the obligation for the delivered product to comply herewith.

Article 22. Non competition clause

1. The client agrees that during the term of the contract, until 1 year after the expiration, in no way and subject to good business consultation with the supplier, his staff or any company which was invoked and involved in the fulfilment of the contract, will not be hired, directly or indirectly, nor be working for him under penalty of compensation of damages of 50% of pay or compensation during 1 year.

Article 23. Personal property

1. The client and the participant are liable for the personal property and goods in their possession they are bringing to the buildings of, or the locations chosen by the supplier.
2. Supplier can never be held liable for personal property.

Article 24. Advance notice

1. Any notice, as mentioned in the contract will be addressed to the domicile mentioned in the definition, scope of the tender, proposition, offer, contract, or to any other domicile one party notifies adequately to another.

Article 25. Applicable law and disputes

1. For all legal relations with the supplier, only Belgian law is applicable, even if the contract is (partly) executed abroad or if the legally involved party has its domicile abroad.
2. Only courts of the district of Dendermonde are authorised competent to judge any possible dispute with regard to the execution, rejection or interpretation of the contract