

GENERAL TERMS AND CONDITIONS

The active company boostU operates under three different names, namely boostU, enplooi, and Wrinkl. Below you will find the general terms and conditions that apply to our services and sales under these names:

Services under boostU and enplooi

- **Applicability:** All contacts, offers, estimates, quotations, purchase orders, agreements, and their execution between the customer and boostU/enplooi are exclusively governed by these general terms and conditions. The applicability of the customer's terms and conditions is explicitly excluded. The customer thus expressly waives all clauses or conditions that deviate from, differ from, or conflict with these terms and conditions, regardless of the designation of its own clauses or conditions in this regard, unless boostU/enplooi has expressly agreed otherwise in advance.
- Estimates and price quotes are based on the currently applicable values of wages, materials, and services. If these change, boostU/enplooi reserves the right to adjust the prices proportionally.
- boostU/enplooi cannot be bound by its quotations or offers if the customer can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or clerical error. Offers or quotations do not automatically apply to future orders.
- The delivery times are provided for information purposes only and do not bind boostU/enplooi. Delay in delivery does not entitle to (damage) compensation.
- Objections to the invoice must be made in writing within eight days of the invoice date. You are requested to always mention the date and number of the invoice.
- All invoices are payable in cash unless explicitly agreed otherwise.
- **Default of payment:** In case of non-payment of the invoice within the specified period, default interest is due automatically from the due date without prior notice, amounting to 10% per year on the invoice amount. In addition, a lump sum compensation is due without prior notice amounting to 10% of the invoice amount, with a minimum of € 50.
- **Cancellation:** In case of cancellation of the order, the customer is also liable for a lump sum compensation amounting to 15% of the value of the order, with the same minimum of € 50, subject to the explicit reservation of the possibility to claim higher damages.
- The customer is not allowed to use purchased services for unlawful and punishable conduct.
- If boostU/enplooi is unable to execute the agreement due to force majeure, strike, lockout, etc., it reserves the right to terminate the agreement without any compensation being demanded.

- Force majeure and termination: boostU/enplooi also reserves the right to consider the agreement terminated by operation of law and without prior notice in case of bankruptcy, manifest inability, as well as in case of any changes to the legal status of the customer. Also, in case of non-payment, boostU/enplooi reserves the right to consider the agreement terminated by operation of law and without prior notice for the whole or the unexecuted part.
- Advance payment: If boostU/enplooi undertakes to deliver services, it may demand an advance payment of 50% of the total invoice amount after the design phase. In case of non-payment of the advance payment, boostU/enplooi is entitled to suspend further deliveries, performances, and services.
- Ownership: As long as the delivered work is not fully paid (principal, interest, damages, and costs), it remains the exclusive property of boostU/enplooi. Even after payment, the work made available to the customer remains the property of boostU/enplooi until further written agreements have been made between boostU/enplooi and the customer regarding the transfer of ownership.
- Portfolio: boostU/enplooi reserves the right to include the completed projects in its portfolio.
- boostU/enplooi does not guarantee success, chances of success, and returns and cannot be held liable for failure to achieve results. This is because these results are strongly influenced by external factors, both online and offline, over which boostU/enplooi has no control. For example: actions of the customer itself, as well as third parties such as Google, Yahoo, Affiliate sites, etc. Furthermore, the customer acknowledges the online competitive level or randomness of search engines as a driving force behind the results.
- In order to achieve the intended purpose of the agreement, boostU/enplooi will depend on the services, software, and services of other parties for certain services. Media budgets drawn up in advance by boostU/enplooi are only indicative and may differ from the amounts invoiced by third parties. In case of different amounts, the invoices of the third parties concerned shall apply as the actual amounts and/or quantities.

Applicable law and dispute resolution: In case of dispute, Belgian law applies and the courts of Antwerp have exclusive jurisdiction.

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