



GENERAL TERMS AND CONDITIONS

A. IDENTIFICATION – CONTACT DETAILS

Lefebvre Sarrut Belgium is a publisher of professional information. Its offer includes books, knowledge bases, software, magazines, newsletters, applications, strategy support tools, training and advertising space.

These General Terms and Conditions govern the services provided and goods offered for sale by Lefebvre Sarrut Belgium:

Lefebvre Sarrut Belgium SA - NV
Registered office: Rue Haute, 139/6, 1000 Brussels – Belgium
VAT: BE0436.181.878
RPM: Brussels

Tel.: 0800 39 067 (free number in Belgium)
Calls from Monday to Friday, except public holidays, during office hours
Email: Please use the email address shown on the invoices:
- orders@larcier.com; or
- service.clients@indicator-larcier.be; or
- mail@intersentia.be

B. GENERAL CLAUSES

Article 1. Definitions

- 1.a. Knowledge Base:
 - i. IT service enabling the Client to access information resources online; or
 - ii. software (calculation software and others).
- 1.b. Client(s): the buyer(s) of products and services provided by Lefebvre Sarrut Belgium;
- 1.c. Account: personal interface provided to a Client on one of the Lefebvre Sarrut Belgium Websites which, among other things, gives them access to knowledge bases, allows them to place orders for products or services, obtain information on previous orders, etc.
- 1.d. Consumer: any natural person acting for purposes that are not part of their commercial, industrial, artisanal or liberal profession or activity;
- 1.e. Agreement: these General Terms and Conditions and the Lefebvre Sarrut Belgium purchase order and privacy charter;
- 1.f. Indirect loss: Indirect loss is the direct consequence of direct loss and includes, although is not limited to, any financial or commercial loss, loss of clients or savings, any commercial disruption whatsoever, any increase in costs and other general expenses, loss of profit, loss of brand image, any delay or disruption to the scheduling of projects or activities, loss of data and its consequences, etc.;
- 1.g. digital file: computer file presented in a single, specific format (generally PDF or .epub) which displays a work on a digital device;
- 1.h. Monograph: non-periodical book or treatise, any non-periodical work;
- 1.i. Protected Works: all works and elements protected by any intellectual property right belonging to or managed on behalf of a third party by Lefebvre Sarrut Belgium or one of the companies belonging to Lefebvre Sarrut Belgium, or including but not limited to Journals, Monographs, digital files, all elements comprising the Knowledge Bases, training media



and content, etc., marketed or provided to Clients or third parties by Lefebvre Sarrut Belgium in one way or another;

- 1.j. Party: Refers indiscriminately to one of the two Parties to the agreement;
- 1.k. Parties: The parties to this agreement;
- 1.l. Journal: periodic publication specialising in a specific field, including the "Répertoire Notarial";
- 1.m. Website: one or all the websites managed or published by Lefebvre Sarrut Belgium, whether these are portals to services or static window websites;
- 1.n. Download: the fact of transmitting and/or reproducing a digital file on a digital device;
- 1.o. User: any person using one of the services provided by Lefebvre Sarrut Belgium, either because they have directly entered into a contract with Lefebvre Sarrut Belgium, or because they have obtained access to the service through a Client. Clients are considered to be Users but Users are not necessarily Clients.

Article 2. Acceptance and access to other offers

- 2.a. By creating an Account or placing an order for a product or service, the Client unreservedly accepts the Agreement and has been able to read the Privacy Charter on https://cdn.lefebvre-sarrut.be/privacy/ITS/privacy_policy_EN.pdf. The Client may also have access to advantageous offers, in particular items sold by mail or electronically.
- 2.b. Any exception to this Agreement shall be made in writing and signed by both Parties.

Article 3. Amendment to the service or the Agreement

- 3.a. Lefebvre Sarrut Belgium reserves the right to amend the Agreement or the service provided at any time, subject to informing the Client in advance by email.
- 3.b. In the event of a significant change to the Agreement or the service provided, the Client may end the Agreement without charge, provided it notifies its intention to end the Agreement before the amendment takes effect, which must be done within fifteen calendar days of notification by Lefebvre Sarrut Belgium of the planned amendment to the service or the Agreement.
- 3.c. Any amendment to the price of the service of less than 10% over a period of 12 months is not considered a significant change to the Agreement.
- 3.d. If no response is made within fifteen (15) calendar days of notification of an update, the Client is deemed to have accepted the new Agreement and the new service.
Lefebvre Sarrut Belgium reserves the right to end the Agreement or the service provided at any time, subject to giving the Client at least one month's notice, by email. The Client may not claim any compensation in the event of termination of the Agreement for this reason, notwithstanding the Client's right to claim compensation for any sums paid for future periods, in the case of a subscription.

Article 4. Transfer

- 4.a. Provided the Client is informed in advance, Lefebvre Sarrut Belgium may transfer the Agreement or a part thereof – including the receivables and debts related thereto – at any time to any other company.

Article 5. Entirety of agreement

- 5.a. Unless otherwise stated in writing, the Parties agree to exclude all other agreements or contractual conditions, including those notified by mail, email or on the back of another document and including those not expressly contested by Lefebvre Sarrut Belgium.



- 5.b. If the Lefebvre Sarrut Belgium purchase order includes Special Terms and Conditions, they will prevail over these General Terms and Conditions.

Article 6. Evidence

- 6.a. The Parties expressly agree to accept electronic documents as evidence.
- 6.b. The entire procedure of placing an order (choice of product or service, encoding of contact details, confirmation of the order, payment, etc.) or creation of an Account (choice of service, encoding of contact details, confirmation of Account opening) shall serve as acceptance by the Client of the Agreement and/or the placing of the order.

Article 7. Invalidity

- 7.a. If an article in the Agreement is judged to be illegal, invalid or inapplicable, in full or in part, by virtue of any applicable law or court decision, this article will be deemed not to be part of the Agreement, without the legality, validity or applicability of the remainder of the Agreement being affected.
- 7.b. Each Party will endeavour to immediately negotiate in good faith a valid replacement article which will retain, insofar as possible, the economic balance and intention of the Parties, as expressed in the deleted article.

Article 8. Liability

- 8.a. As a rule, all Lefebvre Sarrut Belgium's obligations are obligations of best efforts.
- 8.b. Lefebvre Sarrut Belgium employs its best efforts as a publisher to ensure quality editorial and informational content. However, it is not always possible to avoid errors. Accordingly, Lefebvre Sarrut Belgium is not liable for any loss or damage caused, if it appears that the information in the products it provides and the services it offers is truncated, misleading, incomplete, incorrect or no longer up to date.
- 8.c. Lefebvre Sarrut Belgium does not act as a lawyer or as an adviser to the Client or a User. The editorial information provided by Lefebvre Sarrut Belgium does not apply to a situation or specific case study, but to theoretical and general questions. The informational content must always be interpreted and/or applied by a professional in the matter. The Client must retain a critical, professional mind in regard to this informational content.
- 8.d. Lefebvre Sarrut Belgium shall not be held liable for any inconvenience or damage inherent to the use of the Internet, in particular service breakdown, external intrusion or the presence of computer viruses, fraudulent attempts by phishing (or another technique), misuse or theft of information, or any event qualified as force majeure.
- 8.e. Lefebvre Sarrut Belgium shall not be held liable in the event of incompatibility between the Client's IT installation (hardware and software) and the digital files downloaded or the online services paid for by the Client. The Client is required to obtain correct information on the compatibility of the hardware or software before placing an order.
- 8.f. Lefebvre Sarrut Belgium shall not be held liable in the event of loss or damage of any kind, physical or material, resulting from improper use or use that is contrary to the intended use of the service or product provided by Lefebvre Sarrut Belgium.
- 8.g. Whatever service or product is provided by Lefebvre Sarrut Belgium, Lefebvre Sarrut Belgium shall not be held liable in the event of:
- i. indirect loss;
 - ii. insufficient cooperation by the Client in performing the Agreement;
 - iii. a stock shortage or product unavailability;
 - iv. force majeure;



- v. disruption, lockdown, total or partial strike in particular of the postal services and means of transport and/or communication, flood, fire;
- 8.h. In all cases, save for physical injury or death of the Client due to an action or omission by Lefebvre Sarrut Belgium, Lefebvre Sarrut Belgium's liability is limited to the price of the product ordered by the Client (the annual price in the case of a subscription product). In all cases, if the price of the product ordered is higher than €1,000,000, Lefebvre Sarrut Belgium's liability is limited to €1,000,000.

Article 9. Rules of interpreting the Agreement

- 9.a. Unless otherwise stated, plurals include the singular, and vice versa.
- 9.b. Terms not defined are understood in their usual sense.
- 9.c. Unless otherwise stated, lists appearing in the Agreement are never exhaustive.

Article 10. Applicable Law

- 10.a. The law applicable to the interpretation and performance of the Agreement is Belgian law, to the exclusion of any other. If the Client is a Consumer, the law of their country of domicile shall solely apply.
- 10.b. Application of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.

Article 11. Disputes

- 11.a. The Parties will always attempt to resolve through negotiation any dispute arising from the interpretation or performance of the Agreement. Where applicable, a mediation meeting may be organised on request from one of the Parties, in the presence of an approved business mediator, chosen by mutual agreement. However, this is not a compulsory prerequisite to any legal proceedings.
- 11.b. Any dispute relating to the performance or interpretation of the Agreement shall come under the sole jurisdiction of the courts in the judicial district of Brussels.
- 11.c. The proceedings will be held in French or in Dutch.
- 11.d. If the Client is a Consumer, and they wish to have an extra-judicial settlement, they may also have recourse to the platform:
<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&reload=false>

C. USE OF WEBSITES AND SERVICES

Article 12. Account Management

- 12.a. As a rule, one Account must correspond to one single individual. It is not permitted for several individuals to use the same Account.
- 12.b. The Client is responsible for the validity and accuracy of the information provided when creating or managing an Account, including Users' sub-accounts.
- 12.c. Lefebvre Sarrut Belgium reserves the right to refuse access, close an Account, remove or edit content if the Client – or one of the Users under its responsibility – breaches any one of the applicable laws or any provision of the Agreement, including failure to pay an invoice on the due date, or displays abnormal behaviour which a normally prudent and diligent professional should not display when using the service normally. Where applicable, refusal of access may relate to a specific IP address or MAC address.



Article 13. Clients/Users

- 13.a. Lefebvre Sarrut Belgium may propose price structures based on a number of Users, generally the number of people (employees and freelancers) working on behalf of a Client, typically per number of lawyers working at the same law firm.
- 13.b. If Lefebvre Sarrut Belgium has doubts concerning the actual number of people accessing the services, compared to the number of Users notified by the Client, Lefebvre Sarrut Belgium may carry out all necessary checks and the Client agrees to cooperate fully with these checks.
- 13.c. In the event of proven fraud, Lefebvre Sarrut Belgium may immediately end the Agreement at the sole fault of the Client, and the price difference based on the difference between the number of initially defined Users and the number of actual Users will be payable by the Client for the period of time affected by the fraud, plus 300% for the act of fraud. Notwithstanding this, Lefebvre Sarrut Belgium has the right to claim any other amount or compensation related to termination of the Agreement due to the Client's fault.
- 13.d. The Client is responsible for any changes in the number of Users in comparison to the initially defined number. The Client will notify Lefebvre Sarrut Belgium immediately of any changes to the number of Users and changes in identity of the Users, in the event of departure or arrival. In this case, the identification information of the User concerned will be amended. Each Client may make User amendments of up to 10% the number of initially defined Users. Beyond this 10% threshold, the amendments will be invoiced by Lefebvre Sarrut Belgium.
- 13.e. Each User will have access to the service via a personal email address and a password, except in the case of access via IP recognition.
- 13.f. The Client is responsible for compliance with the Agreement by the Users. Any breach of the Agreement by one of the Users will be considered by Lefebvre Sarrut Belgium as having been committed by the Client.

Article 14. Security – Availability – Export – Back-up

- 14.a. Lefebvre Sarrut Belgium uses its best efforts to ensure correct operation and access to the Websites, IT services and Knowledge Bases, 24/7.
- 14.b. The Client understands and accepts that the Websites, IT services and Knowledge Bases may be temporarily inaccessible for technical reasons, particularly in the event of an update or maintenance.
- 14.c. The Client is responsible for the security and confidentiality of its Accounts, its terminals, its passwords and its connection.
- 14.d. The Client is responsible for any activity carried out from or through one of its Accounts.
- 14.e. The Client may have the option of backing up certain data, which could be encoded in one of the services offered. Export is done to a flat file, i.e. an unstructured file. At the end of the Agreement for any reason whatsoever, the Client will have a period of fifteen (15) calendar days in which to export its data. Beyond this deadline, the data may be deleted by Lefebvre Sarrut Belgium. The Client is solely responsible for this data export and is required to make adequate back-ups of this data.

Article 15. Reviews

- 15.a. When there is an option to write a review or comment about a product or service, the Client must comply with all the applicable legislation.
- 15.b. Any comments that are insulting, racist, xenophobic, discriminatory, clearly made for commercial or promotional purposes, fraudulent, sponsored or exceeding the limits of



reasonable moderation in the expression of a constructive review about a product or service, are prohibited.

- 15.c. Reviews or comments referred to at point 15.b above will be deleted without notice. The Client concerned will hold Lefebvre Sarrut Belgium harmless against any third Party claim, including taking voluntary legal action, and representing Lefebvre Sarrut Belgium if necessary, notwithstanding Lefebvre Sarrut Belgium's option to claim compensation for its own loss.

Article 16. Privacy

- 16.a. The Agreement should be understood in conjunction with the Privacy Charter, which the Client may read at https://cdn.lefebvre-sarrut.be/privacy/ITS/privacy_policy_EN.pdf and which is an integral part thereof.

Article 17. Intellectual property – General

- 17.a. This article applies generally to all Protected Works. It must be understood in the light of more specific articles organising intellectual property into certain categories of protected works. In the event of contradiction between this general article and a specific article, the clause contained in the specific article will prevail.
- 17.b. The Client undertakes not to infringe the property rights and intellectual rights of Lefebvre Sarrut Belgium over the protected works, and to take the necessary measures to ensure compliance with Lefebvre Sarrut Belgium's rights by the persons for which it is responsible.
- 17.c. Only the partial, selective extraction of data in order to print on paper, or partial, selective export of data in an electronic format in a non-permanent manner outside the network(s) are authorised, within the limits of normal use, for exclusive use by the Client.
- 17.d. Outside the authorisations expressed above, the Client is prohibited from copying or reproducing a Protected Work in full or in part, or modifying it in any way.
- 17.e. The Client is prohibited from offering copies to third parties, in any form and under any conditions whatsoever, even free of charge.
- 17.f. The Client is also prohibited from disseminating a Protected Work or part of its content by sale, rental, loan, distribution, provision via a network or any other form of provision to third parties, for any purpose, commercial or otherwise, except where an express written exception has been made by Lefebvre Sarrut Belgium.
- 17.g. The Client is formally prohibited from sending any third party, even free of charge, all or part of an element that belongs to a Protected Work, if this communication has the result of freely conferring on this third party the equivalent of a licence that it does not hold.
- 17.h. Any breach by the Client of these obligations shall, automatically and without prior formal notice, give rise to a fixed sum of compensation equivalent to 10 times the amount of the invoice for the Protected Work in question (or 10 times the price invoiced on an annual basis if it is a subscription), without prejudice to Lefebvre Sarrut Belgium's right to claim a higher amount of compensation, which it may be able to justify, and without prejudice to the right of any partner publishers to initiate proceedings independently of Lefebvre Sarrut Belgium.
- 17.i. However, if Lefebvre Sarrut Belgium is required to prove that the Client has, in particular by means of illegal copies, made unlawful use of a Protected Work and/or part of its content, personally, directly or indirectly, or even through a company in which it has an interest, however small, the fixed sum of compensation will be increased to €300,000, without prejudice to the right to claim full compensation for the loss incurred.
- 17.j. The Client acknowledges that these fixed sums of compensation are justified by the substantial investments and efforts required to publish and develop the Protected Work, update it, obtain, check and present the content and, where applicable, its compatibility with the requirements of the new operating systems provided for users.



- 17.k. The Client therefore expressly acknowledges that these fixed sums of compensation only partially cover the losses the publisher might incur due to the Client's breaches of the obligations stipulated in the previous articles.
- 17.l. Lefebvre Sarrut Belgium also reserves the right to initiate proceedings against the party committing the infringement.
- 17.m. In all the cases referred to in this article, breach by the Client will end the user licence automatically and without formal notice. Any sums paid by the Client will not be reimbursed.

Article 18. Intellectual Property - Websites

- 18.a. All the elements accessible on the Lefebvre Sarrut Belgium Websites, their compilation and layout (texts, photographs, images, icons, videos, software, databases, including their structure and content, etc.) are protected by the intellectual property rights belonging to Lefebvre Sarrut Belgium, one of the Lefebvre Sarrut Belgium companies or the third party that has granted a user right to Lefebvre Sarrut Belgium.
- 18.b. The Client may not, under any circumstances, copy, reproduce, represent, modify, transmit, publish, adapt, distribute, disseminate, grant under licence, transfer, sell, in any medium whatsoever, by any means whatsoever, or use in any way whatsoever, all or part of these Websites without the prior written authorisation of Lefebvre Sarrut Belgium. In the event of breach of this provision, not remedied by the Client within 48 hours of notification by Lefebvre Sarrut Belgium via email, Lefebvre Sarrut Belgium reserves the right to end the Agreement unilaterally and with immediate effect, without the Client being able to claim any compensation and without prejudice to Lefebvre Sarrut Belgium's right to claim compensation from the Client for the losses that Lefebvre Sarrut Belgium has incurred as a result.
- 18.c. Any use of software intended to browse and/or automatically extract all or part of the Lefebvre Sarrut Belgium Websites is strictly prohibited.
- 18.d. Various trademarks and logos appear on the Lefebvre Sarrut Belgium Websites and media. These are commercial trademarks or trademarks registered by Lefebvre Sarrut Belgium or one of the companies belonging to Lefebvre Sarrut Belgium in the European Union and/or other jurisdictions. These trademarks and logos may not be used by Clients or third parties in a way that might cause confusion, or in any other way that deprecates, denigrates or discredits Lefebvre Sarrut Belgium or one of the companies belonging to Lefebvre Sarrut Belgium. Other trademarks and logos – especially trademarks or logos of partner publishers – may appear on the Websites, products or services offered by Lefebvre Sarrut Belgium. These trademarks or logos are the property of their respective owners, who may or may not be related to Lefebvre Sarrut Belgium.

Article 19. Intellectual Property - Monographs and Journals

- 19.a. In the case of purchase of a printed Journal or Monograph, or delivery of training media, the Client becomes – subject to full payment – owner of the media.
- 19.b. Lefebvre Sarrut Belgium however retains exclusive ownership over all the rights related to the content of the Journals, Monographs and training media, whether intellectual and/or economic (Copyright, producer rights over the database, etc.).

Article 20. Intellectual Property – digital file

- 20.a. Lefebvre Sarrut Belgium retains exclusive ownership over all the rights related to the digital file, whether intellectual and/or economic (Copyright, producer rights over the database, etc.).



- 20.b. Access to the digital files requires an Internet connection, electronic devices connected to the Internet and reading software. These devices and software must enable the reading of digital files provided by Lefebvre Sarrut Belgium, in one or more widely accepted formats, and meet the technical requirements imposed by these types of files.
- 20.c. The digital files purchased on the site are protected by technical protection Measures: “Digital Rights Management systems”, known as “DRM”, or “watermarking”, meaning protective systems that control their use, in particular copying within a private circle. The purpose of these DRM is to offer the Client maximum flexibility in using the downloaded recordings, whilst protecting copyright, artists and publishers of the works.
- 20.d. The Client undertakes not to bypass or infringe the control technology for use of the downloaded digital files, or any system having the same objective.
- 20.e. Any attempt to bypass these Measures will be subject to penalties.
- 20.f. More generally, any use outside the framework defined in these General Terms and Conditions will be considered an act of infringement, and will expose the Client to legal, civil and/or criminal proceedings.

Article 21. Intellectual Property – Knowledge Bases

- 21.a. Lefebvre Sarrut Belgium retains exclusive ownership over all the rights related to the Knowledge Bases, whether intellectual and/or economic (copyright, producer rights over the database, etc.). This exclusive ownership specifically covers the Knowledge Bases interface (including design and layout), the source code of the underlying software, the structure of the databases and their content, the text of the documentation intended for the Client, the user manual, and any other code or element that might comprise them.
- 21.b. The Client is formally prohibited from sending internally or to any third party, even free of charge, all or part of an element that belongs to a Knowledge Base, if this communication has the result of freely conferring on this third party the equivalent of a licence that it does not hold. Use of any technology enabling all or part of the Knowledge Base to be included in a software application or on a website while concealing the exact origin of the information, even if only partially, or that might create confusion as to the origin of the information, is specifically prohibited.

D. PRE-CONTRACTUAL INFORMATION

Article 22. Offer

- 22.a. All the products and services offered by Lefebvre Sarrut Belgium, regardless of the medium (Website, folder, catalogue, etc.) are described in good faith and as faithfully as possible.
- 22.b. The images that may be used to illustrate the products and services offered by Lefebvre Sarrut Belgium do not have any contractual value.
- 22.c. The products and services are offered subject to available stock, either at Lefebvre Sarrut Belgium or at a supplier.
- 22.d. The Client will be notified as quickly as possible if an item is unavailable for any length of time. Where applicable, the Client may then cancel their order without charge.
- 22.e. Lefebvre Sarrut Belgium may modify its offer of products and services at any time.
- 22.f. With regard to training, registrations are accepted subject to available spaces. The Client may make enquiries about the availability of training by contacting Lefebvre Sarrut Belgium.



Article 23. Price offer

- 23.a. The prices displayed for the products and services offered by Lefebvre Sarrut Belgium, regardless of the medium (Website, folder, catalogue, etc.) are indicative and may be amended without notice by Lefebvre Sarrut Belgium.
- 23.b. The only valid price is the one shown on the order confirmation.
- 23.c. Unless otherwise stated, the prices are in euros and do not include taxes or delivery charges.
- 23.d. With regard to training, unless otherwise specified, the prices displayed do not include travel expenses, support expenses or catering costs.

Article 24. Taxes – Orders in the EU

- 24.a. Clients not subject to VAT will be charged VAT in the EU country shown on the invoice.
- 24.b. Clients subject to VAT with their registered office in another country of the European Union and who wish to receive deliveries in this country, will be invoiced without VAT. It is however their responsibility to declare this import, in order to comply with the tax legislation of their country of establishment.
- 24.c. In all cases, clients subject to VAT will be required to declare their VAT number on the order form. Lefebvre Sarrut Belgium reserves the right to suspend the order if this information is not sent or if the number communicated is incomplete or incorrect.

Article 25. Taxes – Orders invoiced and delivered outside the EU

- 25.a. Orders invoiced and delivered outside the EU are invoiced without VAT.
- 25.b. For orders to a country outside the European Union, the Client is the importer of the product or products concerned.
- 25.c. Customs fees, local taxes, import duties or State taxes may be liable for payment. These duties and taxes are not the responsibility of Lefebvre Sarrut Belgium. They are payable by the Client, who takes full responsibility for declarations and payments to the competent authorities/organisations in its country.

Article 26. Delivery charges

- 26.a. Any delivery charges payable by the Client are notified at the time of the online order.
- 26.b. If the order is placed other than online, it is the Client's responsibility to obtain information from Lefebvre Sarrut Belgium about any specific delivery charges.
- 26.c. Generally, delivery charges are calculated according to a fixed amount per order, and a variable amount depending on the number of items comprising the order.
- 26.d. Delivery charges are always payable by the Client and are added, on the invoice, at the price of the product(s) ordered.
- 26.e. If Lefebvre Sarrut Belgium splits the delivery for its own organisational reasons, the charge for the processing and dispatch costs will only be invoiced for a single delivery.

E. PLACING AN ORDER

Article 27. Online ordering process

- 27.a. The Client may place orders online for certain products or services via one of the Lefebvre Sarrut Belgium Websites.



- 27.b. Lefebvre Sarrut Belgium reserves the right to make the order confirmation subject to other conditions, suspend it or refuse it, in the following, strictly limited cases:
- i. Communication of clearly incorrect data;
 - ii. Non-payment of previous deliveries or refusal of authorisation by the Client's bank or financial organisation or the Lefebvre Sarrut Belgium financial department;
 - iii. Orders for an abnormally high number of works;
 - iv. Orders for an abnormally high sum;
 - v. Delivery to be made in a geographical zone where the risks are unreasonable, either due to lack of reliable transport or distribution, or due to force majeure (wars, riots, strikes).

Article 28. Ordering process by any other means

- 28.a. Where applicable, the Client may place orders for certain products or services by other means, either by mail by sending back a completed order slip, or by telephone, etc.
- 28.b. In this case, it is advisable to refer to the information given on the commercial documents used by Lefebvre Sarrut Belgium.
- 28.c. Lefebvre Sarrut Belgium reserves the right to make the order confirmation subject to other conditions, suspend it or refuse it, in the following, strictly limited cases:
- i. Incomplete or incorrect purchase orders;
 - ii. Communication of clearly incorrect data;
 - iii. Non-payment of previous deliveries or refusal of authorisation by the Client's bank or financial organisation or the Lefebvre Sarrut Belgium financial department;
 - iv. Orders for an abnormally high number of works;
 - v. Orders for an abnormally high sum;
 - vi. Delivery to be made in a geographical zone where the risks are unreasonable, either due to lack of reliable transport or distribution, or due to force majeure (wars, riots, strikes).

Article 29. Payment

- 29.a. Payments may be made by credit card, debit card or bank transfer. In the latter case, Lefebvre Sarrut Belgium reserves the right to make acceptance of the order or the delivery subject to receipt of payment.
- 29.b. Unless specifically agreed in writing, payments are due immediately and without discount.
- 29.c. Any payment delay shall, automatically and without formal notice, incur interest of 8% per year on the sums due.
- 29.d. In the event of non-payment on the due date, contractually fixed compensation of 10% of the remaining balance will be due, automatically and without formal notice, with a minimum of €40.

Article 30. Invoicing

- 30.a. The Client explicitly agrees to the use and receipt of electronic invoices, at Lefebvre Sarrut Belgium's discretion.

Article 31. Security and archiving

- 31.a. The security of electronic funds transfers and correct execution of payment orders generally is the sole responsibility of the financial organisations managing these transfers.
- 31.b. Lefebvre Sarrut Belgium cannot be held liable for any loss whatsoever resulting from an error, omission, breakdown, malfunction or wrongful act that is not directly attributable to it.



31.c. It is the Client's responsibility to be aware of the general terms and conditions and limits of liability applicable to the payment services that it uses.

F. PERFORMING THE ORDER

Article 32. Delivery times

32.a. The delivery times are always indicative.

32.b. In the case of items that are deliverable on different dates due to their availability, the delivery time is based on the longest period.

32.c. Lefebvre Sarrut Belgium always reserves the right to split deliveries.

32.d. Generally, an order will be considered delivered within 5 working days from handover of the items to the carrier responsible for delivery.

32.e. In the event that the order is not honoured within thirty (30) days of its confirmation, the Client is invited to make contact with Lefebvre Sarrut Belgium to check the status of the order, and in event of a problem attributable to Lefebvre Sarrut Belgium, Lefebvre Sarrut Belgium will remedy it as quickly as possible. If it turns out that the dispatch that should have been made was lost during the delivery process, Lefebvre Sarrut Belgium will issue a new dispatch or will refund the amount of the order, including the dispatch costs incurred.

Article 33. Communication of digital files

33.a. The digital files ordered are provided to the Client by means of a hyperlink from which they can be downloaded.

33.b. The download hyperlink will be sent within forty-eight (48) hours of receipt of payment. This hyperlink will be available for three months.

33.c. Sending of the hyperlink serves as supply of the digital file, regardless of when the Client actually downloads it.

33.d. The Client gives prior agreement to the immediate commencement of the Agreement relating to supply of a digital file without physical medium (download scenario). The Client acknowledges and accepts that it will lose the right of withdrawal referred to at point G below as soon as the digital file is provided.

Article 34. Transfer of ownership and risks

34.a. Ownership of the ordered products is transferred to the Client upon receipt of full payment.

34.b. The risks relating to the ordered products are transferred to the Client when the order is confirmed.

Article 35. Novation

35.a. The issue and acceptance of bank drafts or any other type of payment security shall not entail any novation.

35.b. Lefebvre Sarrut Belgium reserves the right, in addition to recovery of the amount shown on the draft, to claim the ancillary charges provided for in the Agreement.

Article 36. Claims – claim deadline

36.a. Any parcel that is damaged or that has a visible defect upon delivery must be refused and returned to the carrier by the Client, otherwise the Client will be deemed to have accepted this visible defect.



- 36.b. It is the Client's responsibility to ensure that the order is compliant upon receipt.
- 36.c. Claims are only admissible if made in writing within eight (8) working days from receipt of the products, provision of the download hyperlink, creation of the account, access to the knowledge databases, start of the service, and so on. After this deadline, the Client is deemed to have definitively approved the supply of the product or provision of the service.

Article 37. Service contracts

- 37.a. Where applicable, the Client gives its prior agreement to the immediate start of the service contracts entered into with Lefebvre Sarrut Belgium.
- 37.b. The Client acknowledges and accepts that it will lose the right of withdrawal referred to at point G below once the service contract has been fully performed by Lefebvre Sarrut Belgium.

Article 38. Training

- 38.a. Lefebvre Sarrut Belgium reserves the right to modify the programme, delay or cancel a training session, if circumstances so require.
- 38.b. According to the circumstances, the Client will be notified as soon as possible by the most appropriate communication method.
- 38.c. Lefebvre Sarrut Belgium will ensure that knowledge is acquired throughout the training. An attendance certificate will be issued to the Client, if requested, at the end of each training session.
- 38.d. The Client is aware that this attendance certificate does not necessarily constitute a training course recognised by an ordinal organisation (Order of lawyers, Institute of Auditors, etc.), valid for the continuing training obligations of certain professions.
- 38.e. If a subscription is taken out, the length of a subscription is one year by default, unless otherwise stated on the Lefebvre Sarrut Belgium purchase order or on the order receipt acknowledgement, or upon the order confirmation. The subscription will commence from the date stated on the order confirmation or on the invoice.
- 38.f. Unless the subscription is cancelled two (2) months before the anniversary date of the subscription at the latest, it is extended by automatic renewal for a period of one year, unless otherwise stated on the Lefebvre Sarrut Belgium purchase order or on the order receipt acknowledgement, or on the order confirmation or on the invoice.
- 38.g. Any cancellation must be notified by registered mail to the following address: Lefebvre Sarrut Belgium S.A., Boulevard Baudouin 1er 25, 1348 Louvain-La-Neuve.

Article 39. Journals

- 39.a. By default, a subscription to a tips letter in the Astuces & Conseils range will commence from the issue date of the edition published just after your subscription request. The other subscriptions will run from 1 January to 31 December, unless otherwise stated on the Lefebvre Sarrut Belgium purchase order or on the order receipt acknowledgement, or on the Lefebvre Sarrut Belgium order confirmation or on the invoice. In general, the length of a subscription is one year, unless otherwise stated on the Lefebvre Sarrut Belgium purchase order or on the order receipt acknowledgement, or on the order confirmation or on the invoice.
- 39.b. Unless the subscription is cancelled two (2) months before the anniversary date of the subscription at the latest, it is extended by automatic renewal for a period of one year.
- 39.c. Any cancellation must be notified by registered mail to the following address:
- for Larcier : Lefebvre Sarrut Belgium SA, Boulevard Baudouin 1^{er} 25, 1348 Louvain-La-Neuve



- for Astuces & Conseils and other Larcier-Indicator journals: Lefebvre Sarrut Belgium SA, Tiensesteenweg 306, 3000 Leuven
 - for Intersentia: Lefebvre Sarrut Belgium SA, Groenstraat 31, 2640 Mortsel.
- 39.d. The subscription is invoiced on an annual basis, unless otherwise stated on the Lefebvre Sarrut Belgium purchase order or on the order receipt acknowledgement, or on the order confirmation or on the invoice, according to the updated price.
- 39.e. As an exception, subscription to the Répertoire Notarial is invoiced on a quarterly basis; the length of the subscription corresponds to the default length (one year from 1 January to 31 December).

Article 40. Knowledge Bases

- 40.a. By default, the length of a subscription is one year, unless otherwise stated on the Lefebvre Sarrut Belgium purchase order or on the order receipt acknowledgement, or on the order confirmation. The subscription will commence from the date stated on the order confirmation or on the invoice.
- 40.b. Unless the subscription is cancelled two (2) months before the anniversary date of the subscription at the latest, it is extended by automatic renewal for a period of one year, unless otherwise stated on the Lefebvre Sarrut Belgium purchase order or on the order receipt acknowledgement, or on the order confirmation or on the invoice.
- 40.c. Any cancellation must be notified by registered mail to the following address:
- for Strada and other Larcier knowledge bases: Lefebvre Sarrut Belgium S.A., Boulevard Baudouin 1er 25, 1348 Louvain-La-Neuve
 - for Taxwin, SocialWin, Comptaccount, Sofisk, Webwin, Smartpartner and other Larcier-Indicator knowledge bases: Lefebvre Sarrut Belgium S.A., Tiensesteenweg 306, 3000 Leuven
 - for Intersentia: Lefebvre Sarrut Belgium SA, Groenstraat 31, 2640 Mortsel
- 40.d. The subscription is invoiced according to the updated price on an annual basis, unless otherwise stated on the Lefebvre Sarrut Belgium purchase order or on the Lefebvre Sarrut Belgium order receipt acknowledgement, or on the Lefebvre Sarrut Belgium order confirmation or on the invoice;
- 40.e. The contents of a Knowledge Base – meaning the resources it contains – are defined in the order. For certain Knowledge Bases, the Client may extend the content of the knowledge base subject to an additional order and payment, following the terms set out in the Knowledge Base interface.
- 40.f. Access to the Monographs as part of a Knowledge Base is possible until the new edition is published.
- 40.g. The online contents of the new edition of each Monograph will replace the previous version.
- 40.h. The publisher responsible may remove a Monograph from the Knowledge Base if the content is considered obsolete, even if a new edition has not been published. The Client may not claim any compensation in this regard.
- 40.i. Lefebvre Sarrut Belgium may change the content of a Knowledge Base at any time. If a significant change is made to the content, the Client will be notified of this. In this case, the Client may end the Agreement, subject to notification of the decision within fifteen days of notification of the change. In this case, the sums already paid by the Client will be reimbursed on a pro rata basis for the length of the subscription that has already run. If the Client fails to notify its wish to end the Agreement within the aforementioned fifteen-day period, the Client is deemed to have definitively accepted the change to the Content.



G. RIGHT OF WITHDRAWAL

Article 41. Eligibility of right of withdrawal for Clients who are Consumers

- 41.a. The right of withdrawal referred to at point G. of the Agreement is only eligible for clients who are consumers in the meaning of the Economic Law Code, i.e. any natural person acting for purposes that are not part of their commercial, industrial, artisanal or liberal profession or activity.
- 41.b. Clients who are not consumers may request returns of products purchased from Lefebvre Sarrut Belgium, within eight (8) days of receipt of the order. Lefebvre Sarrut Belgium has full discretion to authorise or refuse the product returns. In all cases, only products in a perfect condition will be accepted. If Lefebvre Sarrut Belgium agrees to the return of the product or products concerned, the products must be returned according to the terms stated in the Agreement. Reimbursement of the price paid – excluding delivery charges and return charges, which are paid by the Client – will be made within thirty (30) days of receipt of the products, provided they are returned in perfect condition. The reimbursement will be made by bank transfer into the account number stated by the Client on the return request. Where applicable, a penalty may be claimed from the Client, which will be deducted from the amount to be reimbursed.

Article 42. Deadline and starting point

- 42.a. Save for the exclusions referred to above or below, the Client has a period of fourteen (14) days to notify Lefebvre Sarrut Belgium of its decision to withdraw from the Agreement.
- 42.b. The starting point of this fourteen (14) day period varies according to the following cases:
- i. If it is a service agreement, the starting point is the day on which the contract is entered into;
 - ii. If it is a product sale agreement:
 - the starting point is the day on which the Client or a third party other than the carrier, and appointed by the Client, physically takes possession of the product or;
 - in the event of multiple products ordered by the Client in a single order and delivered separately, the starting point is the day on which the Client or a third party other than the carrier, and appointed by the Client, physically takes possession of the last product;
 - in the event of contracts relating to regular delivery of products (subscription to a journal, for example), for a defined period of time, the starting point is the day on which the Client or a third party other than the carrier, and appointed by the Client, physically takes possession of the first product.

Article 43. Notification conditions

- 43.a. The Client will inform Lefebvre Sarrut Belgium, prior to expiry of the fourteen-day withdrawal period, of its decision to withdraw from the contract.
- 43.b. The Client may notify Lefebvre Sarrut Belgium by sending an email to orders@larcier.com for Larcier Legal and training or via service.clients@indicator-larcier.be for Larcier Business and Astuces & Conseils, or via mail@intersentia.be for Intersentia stating clearly its decision to withdraw.



Article 44. Return and reimbursement conditions

- 44.a. Return costs will be borne by the Client.
- 44.b. The Client will return the product to Lefebvre Sarrut Belgium according to the conditions stated on the Lefebvre Sarrut Belgium website or via orders@larcier.com for Larcier Legal and training or via service.clients@indicator-larcier.be for Larcier Business and Astuces & Conseils.
- 44.c. The return must be made within fourteen days of notification of the decision to withdraw.
- 44.d. Lefebvre Sarrut Belgium will reimburse the price paid by the Client – excluding delivery charges – within thirty (30) days of notification of the proof of product return or actual receipt of the returned product by Lefebvre Sarrut Belgium. The last event is the starting point of the thirty (30) day period.
- 44.e. Unless otherwise agreed, Lefebvre Sarrut Belgium will reimburse the Client using the same payment method as that used by the Client for the initial transaction.
- 44.f. The Client will be held liable in the event of depreciation of the products due to any handling other than that necessary to establish their nature, their features, and their working condition.

Article 45. Exclusions

- 45.a. The Client may not exercise its right of withdrawal in the following cases:
 - i. service contracts, once the service has been fully performed, if the service began with the express prior agreement of the Client, which also acknowledged that it would lose its right of withdrawal once the contract had been fully performed by Lefebvre Sarrut Belgium;
 - ii. supply of sealed audio or video recordings or sealed computer software, which have been unsealed after delivery;
 - iii. supply of goods made to the Client's specifications or clearly personalised;
 - iv. supply of digital content not provided in physical format, if the supply began with the express prior agreement of the Client, which also acknowledged that it would thereby lose its right of withdrawal.

H. ADVERTISING

Article 46. Advertising services

- 46.a. Lefebvre Sarrut Belgium may incorporate advertising into its products, services and websites.
- 46.b. A purchase order will set out the terms of purchasing advertising space, in particular the price, advertising dimensions, printing methods or display methods on the website or websites, etc.
- 46.c. Sections B and H of the Agreement govern the contractual relations between Lefebvre Sarrut Belgium and the buyer of advertising space. Where applicable, the term Client should be understood as meaning “buyer of advertising space”. Unless agreed in writing by both Parties, no other contractual document will govern the relations between Lefebvre Sarrut Belgium and the buyer of advertising space, even in the case of sending general terms and conditions (on the back of an invoice for example) not expressly contested by Lefebvre Sarrut Belgium.
- 46.d. Lefebvre Sarrut Belgium is free to refuse any advertising that does not appear to comply with the applicable rules on the matter, or its editorial or company charter. Failure by Lefebvre Sarrut Belgium to refuse advertising does not serve as legal validation and the



buyer of advertising space remains liable for all aspects of the advertising it supplies. It will hold Lefebvre Sarrut Belgium harmless against any third party claim, will intervene when necessary in legal proceedings to defend Lefebvre Sarrut Belgium and will advance the costs of proceedings, counsel and expertise necessary to defend the interests of Lefebvre Sarrut Belgium.

- 46.e. The information sent by Lefebvre Sarrut Belgium concerning the extent of dissemination of the advertising to clients is an estimate and is not contractual.
- 46.f. Following the advertising order, the buyer of advertising space will send the material it wants to publish, according to the conditions and on the date specified in the purchase order. The costs incurred by the buyer in delivering the advertising documents in good time are the sole responsibility of the buyer. The buyer remains liable for the risk of damage and loss up to the point when the advertising material is given to Lefebvre Sarrut Belgium. If the advertising material is not sent within the agreed time, the advertising space reserved will still be invoiced to the buyer, even if this space has been filled by Lefebvre Sarrut Belgium content.
- 46.g. Lefebvre Sarrut Belgium may modify the advertising material sent to it in order to adapt it to any material restrictions related to printing or publication. The buyer of advertising space therefore transfers to Lefebvre Sarrut Belgium an intellectual property licence enabling it to make these technical adaptations.
- 46.h. In the event of an error or a printing or display fault that is the responsibility of Lefebvre Sarrut Belgium, the buyer of advertising space has eight (8) days from the date of publication or online display to notify the error by registered mail, sent to the operating office of Lefebvre Sarrut Belgium. Failing this, the buyer of advertising space will be excluded from the right to make a claim. If the claim is justified, Lefebvre Sarrut Belgium will supply a new, similar space to the buyer as compensation, at no additional cost. The buyer may not claim any additional compensation.