

Version 2022_01_03

1: Scope

1.1. In accordance with law of April 3, 2003 (amended by the Law of February 28, 2013 establishing the Code of Economic Law, Official Gazette of May 27, 2003), the Standards Office (“NBN”) is responsible inter alia for the publication of standards and technical documentation. NBN distributes international, European and/or Belgian standards. To this end, NBN may also act in the name and on behalf of the client.

1.2. These General Terms and Conditions apply to any service provided by NBN, as well as to any license agreement and/or to any other agreement concluded with NBN. These General Terms and Conditions also apply to all occasional or one-off services, sales and assignments.

1.3. By doing business with and/or using NBN's services, placing an order and/or entering into any agreement with NBN, clients and/or users irrevocably acknowledge receipt of a copy of these General Terms and Conditions, agree that they are binding upon them and accept their implementation to the exclusion of all other terms and conditions. The client's general or special conditions shall never apply, except with NBN's express and prior written consent.

1.4. The client may not invoke any commercial practice or custom in breach of these General Terms and Conditions and may not base any claim on such practice or custom.

2: Conclusion of the agreement

2.1. Prices, proposals, quotes, order forms and any other documentation from NBN are provided for information purposes only, are always subject to change, do not constitute a commitment on the part of NBN and cannot therefore be considered as "offers".

2.2. Client acceptance of prices, proposals or quotes referred to in clause 2.1 and/or the placing of an order by clients constitute an "offer" from clients to NBN, and such offers are binding only upon written acceptance by NBN's management. It is understood that an invoice from NBN and the provision of services or delivery of goods always constitutes acceptance of the client's offer.

2.3. Client orders are final. Clients are expected to know the qualities and other characteristics of the standards and/or of the service being ordered. Client alone are solely responsible for the choice of the type of service and/or standards specified in accordance with their own requirements.

2.4. NBN undertakes, in accordance with technical limitations and resources available, to deliver the services under the agreement and/or license.

2.5. Clients accept that a lead time of approximately 3 months is necessary for registering new EN standards which may subsequently become available to the clients. In view of technical limitations inherent in the type of service and except as otherwise specified in the agreement and/or license, neither permanent access, use or update, nor the quality or capacity/volume of the service can be constantly guaranteed. Clients hereby irrevocably waive all compensation claims in this regard.

2.6. MyNBN subscriptions: NBN may at any time and without prior notification take any internal organisational measures and/or useful actions to ensure continuity of the service, including, but not limited to, modification of access codes, user access and user names, call/login numbers and login procedures, maintenance work, changes to infrastructure and technical and/or procedural changes. Any direct or indirect consequences and/or costs arising from such measures or which the latter may cause for the clients or their internal infrastructure shall be the clients' sole responsibility and do not confer any right to compensation.

2.7. NBN is entitled to store, use and process any (personal) data provided by clients for standards management purposes in accordance with Belgian data protection laws. Clients are entitled to consult, access and amend any personal data in accordance with Belgian data protection laws. This may be done by contacting NBN through established means of communication.

2.8. Clients acknowledge that the acquisition and use, in whole or in part, of the services and/or standards occurs for professional purposes only.

2.9. The services, including access and other codes, are personal and cannot be transferred by the client.

2.10. Clients alone are solely responsible vis-à-vis NBN for the use of the service and/or the standards, even by a third party, with or without the client's permission or knowledge. Clients must compensate NBN for any damage caused by or resulting from such use.

2.11. Clients may make use of the myNBN tool from NBN, an online application that allows clients to create, view, print and expand customised sets of standards. The myNBN tool has several configurations, namely "personal group", "standards group" and "Reading room".

3: Prices

3.1. All prices and rates are net and are exclusive of any shipping costs or taxes whatsoever, direct or indirect, current or future, including amongst others VAT, withholding tax, duties, costs, fines, reprographic, copyright, publisher or other rights, or any other compensation and/or costs related to services, goods, infrastructure or other, even those belonging to or offered by third parties and of which clients make use, directly or indirectly, necessarily or not, to obtain access to the services or the infrastructure of NBN.

3.2. All can, the 1st of January, be automatically adjusted by right and without prior notice in accordance with the index on the basis of 80% of the real costs, according to the law on economic recovery measures. The following formula will apply to the indexation:

indexed price = initial price x (0.2 + 0.8 (new index/base index)), the initial price being the price applicable at contract commencement, the base index being the wage reference index of AGORIA the 1st January the year the contract is signed and the new index being the wage reference index of AGORIA the 1st of January of each year.

Foreign standards' pricing may vary in line with exchange rate fluctuations and will therefore always be shown as being subject to change by NBN.

3.3. Notwithstanding information published in this respect, the price for an identical paper copy version cost is fixed at 150% of the price of the equivalent PDF.

4: Delivery

4.1. Within five (5) working days of receipt of an order, and unless otherwise agreed, NBN will send electronic or paper versions of the standards included in its catalogue. These delivery times and other potential deadlines will as far as possible be met, but are not binding. As regards foreign standards, NBN will advise its clients of the intended delivery term for each order, given that such standards are not available ex-stock.

4.2. Clients will be informed by NBN if delivery schedules cannot be met or if standards are (temporarily) unavailable. Overstepping delivery schedules will not entitle the client to claim damages or to cancel the agreement.

4.3. All transport, including that provided by NBN or its carrier, shall take place for account and at the risk of the client.

4.4. Client delivery returns will only be considered if made within seven (7) calendar days of receipt of the order and provided that the original packaging of paper standards is unopened. Clients are responsible for returning standards to NBN. The return of electronic versions of standards is acceptable only if the client can demonstrate that a file is unreadable, despite having the appropriate software to read such file type.

5: Payment

5.1. The invoicing of online services takes place annually at the beginning of each contract year.

5.2. Payment of the invoiced amounts is made by bank transfer to the following NBN account: number 000-3255621-10 (IBAN : BE41 0003 2556 2110, BIC : BPOTBEB1) within 30 calendar days following invoice date. No other payment terms are accepted. Any mention made by the client in this respect on order forms or any other document will not be binding.

5.3. For orders over €1,000 (excluding VAT), NBN may request advance payment before delivering the standards.

5.4 If any invoice is outstanding on the due date (deposit to NBN's bank account will constitute evidence), the amount due will be increased automatically and without prior notice by 10% with a minimum of €25, without prejudice to &NBN to claim compensation for legal and recovery costs.

5.5. If an invoice is not disputed in writing within fourteen (14) calendar days of the invoice date, clients will be deemed to have accepted the invoice as correct and to have accepted their debt.

5.6. Clients may not offset amounts payable to NBN with any claims against NBN.

6: Liability

6.1. Except in cases of fraud and of gross negligence, NBN is not liable for damages caused by the standards or technical documents delivered or by the services provided by NBN.

6.2. Except in cases of fraud and of gross negligence, NBN is not liable for disturbance costs, loss of profits and/or indirect damages.

6.3. Without prejudice to clauses 6.1. and 6.2., if NBN is required to pay compensation for any reason whatsoever, including in the event of termination and/or of serious breach, the said compensation will in any case be limited to the amount of proven direct damages and to the exclusion of any other damages. In addition, compensation may not in any circumstances exceed the net price of the standards, technical documents or services provided during a 3-month period, whereby the net price is the price determined in the agreement that was being performed when the damage occurred.

6.4. NBN cannot be held liable in the event of damage caused by unforeseen circumstances and/or a case of force majeure, and/or in the event of damage caused by temporary or permanent suspension of the service and/or in the event of third-party action or discontinuation, for example by network operators or data providers used by the clients, via subscription or not, to access NBN's network.

6.5. If these general conditions expressly provide for an obligation of the client, and in line with clauses 6.1 to 6.4 above, NBN's liability or co-liability is excluded.

6.6. NBN simply issues a user license and can therefore not accept any responsibility for content, translation, accuracy, updates, applicability and/or scope of the standards, the technical documentation or the services.

6.7. NBN accepts no responsibility for any use of the standards, the technical documents or the services that clients may wish to make. The clients will hold NBN harmless upon its first request, against any main or ancillary claim by a third party.

6.8. Clients must ensure that standards, the technical documentation and the services are suitable for their intended use. Clients shall also make sure that they are in possession of the latest version of the chosen standard, the technical documentation and the services and are informed about the most recent changes and/or addenda. They will place their orders taking this into account. Before any use of a standard, technical documentation or services, the client will verify whether the content complies with what an informed specialist can expect from that standard, the technical documentation and the services. The client will conclude an insurance contract to cover any damages that may occur from using a standard, the technical documentation or the services.

7: Intellectual property rights & License agreement

7.1. All intellectual property rights relating to issued standards and/or technical documents remain the exclusive property of NBN or the holder of the corresponding rights. Based on its capability, NBN declares that it possesses all necessary intellectual property rights or licenses to lawfully grant licenses or sub-licenses.

7.2. Following receipt of the agreed price by NBN, clients are issued a non-exclusive and non-transferable license or right of use of the standards and/or technical documentation concerned. . This license or right of use is limited in time and will cease if the relevant agreement with NBN ends or is terminated. At the end of the agreement, clients may continue using the standards and technical documentation issued only with the explicit agreement of NBN and on condition that the agreed price is paid to NBN. NBN alone will establish the price and will communicate this to the client upon request.

Particular license terms, including those relating to the myNBN tool, may be agreed by the parties, but apply only if all parties have signed such agreement.

7.3. Standards and/or technical documentation may only be used internally by the client and the standard and/or technical documentation cannot, under any direct or indirect circumstances, for payment or free of charge, be reproduced or made available to a third party (whether or not belonging to the client's group of companies), unless otherwise agreed in writing.

7.4. Clients may not translate, adapt or modify the standard and/or technical documentation without prior written consent from NBN. Any reproduction, making available, distribution, resale, rental or communication of standards and/or technical documentation on any medium or by any means is forbidden unless expressly authorised in writing by NBN.

7.5. Clients agree not to modify, remove or distort symbols, watermarks, marks, numbers or other means of identifying standards, technical documentation and/or services. Clients may not use imitations of standards, technical documents and/or services which improperly bear the NBN mark or which are wrongfully presented as being NBN standards.

7.6. Clients may assign to NBN, wholly or in part, the management of the standards and/or technical documentation they possess, subject to a signed "myNBN service agreement".

7.7. Clients must immediately notify NBN of any breach of its rights of which they are made aware.

7.8. Clients will not appropriate or use NBN trademarks or the NBN name in any form or for any purpose, unless it is necessary for the performance of this agreement.

7.9. Further to provisions mentioned above, the following arrangements apply as part of a license agreement:

- Clients may not distribute standards and/or technical documentation to any third party (whether or not belonging to the client's group of companies) and/or reproduce them. Except for the "Reading room" application, users are nevertheless entitled to make working copies of standards, but agree not to make them available, either temporarily or permanently, to third parties (whether or not belonging to the client's group of companies).
- On the final day of the license term, it is the sole responsibility of clients to destroy, at their own initiative and cost, the standards and technical documentation and copies thereof. This includes working copies except for those provided for in clause 7.2. The clients agree to sign a "Letter of Commitment" to destroy all copies in their possession. This Letter of Commitment must be returned and signed by clients to NBN within 10 working days of receipt. If this letter is not received within this term, NBN will invoice the price of the standards to be destroyed at minimum €50 per standard plus VAT.
- During the term of the license agreement, the parties may by mutual agreement extend the list of standards appended to the license agreement as well as increase the price. This will not however amend the duration of the contract .

7.10. Specialists who develop the standards are subject to strict confidentiality obligations. All information and documentation, in whatever form, provided or exchanged in relation to work of standardisation committees is confidential. Experts may not under any circumstances disclose, transmit or disseminate this information and documentation beyond their committee work sessions. Specialists must respect strict confidentiality with regard to the information to which they have access.

7.11. Participants in information sessions, training sessions, face-to-face sessions or as part of the e-Learning platform, or in any webinar, agree to respect NBN copyright on all educational and instruction material, be it oral and/or visual presentations.

8: Transfer

8.1. Without prior written consent of NBN, this agreement and/or license, including entitlements and duties mentioned therein, are neither wholly nor partially transferable by clients. They may not be considered as collateral and do not form part of the clients' business assets.

8.2. NBN may always transfer or pledge the agreement and/or license to a third party, including the rights and/or responsibilities mentioned therein, and/or claims, compensation arising therefrom, including all secondary liabilities, wholly or in part, as well as ownership of goods involved. Clients acknowledge and accept that, where applicable, a third party may exercise vis-à-vis clients transferred rights, obligations and/or claims of NBN, and undertake to sign upon first request any document required for the legal or administrative transfer thereof.

9: Infringements

9.1. In the event of an infringement of one of the provisions provided for in 7 and/or 8, clients are liable for compensation to NBN of € 5,000 per infringement, subject to NBN's right to claim a higher amount of compensation for repair of the actual damage. The parties agree that the price is a realistic estimate of the damage caused by the infringements in question.

9.2. Clients must always hold NBN harmless in case of any third-party claims and must compensate NBN for direct or indirect damage sustained as a result of the client's non-compliance with provisions of this agreement.

10: Suspension in case of breach

10.1. If the client is in breach and/or non-fulfillment of one or more of the obligations arising from these General Terms and Conditions and/or from the Special Conditions and/or from the details of the service offer sent, NBN may, wholly or partially, without prior or formal notice, suspend access, subscriptions and services available to the client, without prejudice to the payment of the price, compensation, interest and costs or damages owed to NBN by the client.

11: Termination

11.1. If the client is in breach and/or non-fulfillment of one or more obligations arising from these General Conditions and/or from the Special Conditions and/or from the details of the service offer sent, NBN is entitled to terminate the agreement in its own right in case a formal notice remains unanswered for 15 calendar days from the date of notification, without further notice or compensation, without prejudice to the price, compensation, interest and costs or damages owed to NBN by the client.

12: Independence of clauses

12.1. If one of the clauses of this Agreement is or becomes invalid, that clause will be struck from the agreement and all other clauses will remain in force.

13: Disputes - applicable law

13.1. Belgian law is applicable.

13.2. Each dispute relating to the validity, interpretation or execution of this agreement will be settled exclusively by the courts of Brussels, or where applicable by the Justice of the Peace of the 2nd County of Brussels.