General Terms and Conditions of Sale and Services — E-dem SRL

Version 1.0 — 20 November 2026. In the event of any discrepancy between language versions, the French version prevails.

1. Identification and scope

1.1. These general terms and conditions (the “Terms”) apply to all quotations, orders, services and sales of E-dem SRL, rue les Boles 60D, 5350 Evelette (Belgium), company and VAT number BE 0718.623.213, RLE Liège, Namur division, contact@e-dem.com (“E-dem”), to professional customers (the “Customer”).

1.2. They cover in particular: custom development (web applications, Symfony, PrestaShop, Dolibarr), software modules and licences, Dolibarr integration and configuration, consulting and training, applied artificial intelligence, hosting, server administration and maintenance.

1.3. Special conditions set out in the quotation or order confirmation prevail over these Terms. These Terms prevail over the Customer’s general purchasing conditions, which the Customer agrees to set aside, unless E-dem expressly accepts them in writing.

1.4. Modules sold through third-party marketplaces (such as DoliStore) are also subject to the terms of those marketplaces.

2. Quotations and formation of the contract

2.1. Unless stated otherwise, E-dem’s quotations are valid for 30 days.

2.2. The contract is formed as soon as the Customer accepts the quotation, whether by signature (handwritten or online), by e-mail, by purchase order, by paying the requested deposit, or by asking E-dem to start the work. Acceptance of the quotation entails acceptance of these Terms.

2.3. A request for work sent by the Customer without a prior quotation (minor adjustment, assistance, troubleshooting) is carried out on a time-and-materials basis at the applicable rates and under these Terms.

2.4. Any change or extension of the request after acceptance (change of scope) is subject to an additional quotation or is invoiced on a time-and-materials basis, after informing the Customer.

3. Services and invoicing methods

3.1. **Time and materials**: the time actually spent is invoiced at the hourly rate stated in the quotation or, failing that, at the applicable rate, in minimum increments of 15 minutes. Time estimates are indicative; E-dem informs the Customer as soon as a significant overrun (more than 20%) becomes foreseeable.

3.2. **Fixed price**: the price is fixed for the scope described in the quotation. Anything not expressly included is outside the fixed price.

3.3. **Subscriptions** (hosting, maintenance, support, annual licences): invoiced per period, in advance, as set out in the quotation.

3.4. E-dem undertakes to perform its services with care and in accordance with good professional practice. Unless otherwise agreed, its obligations are obligations of means (best efforts).

4. Customer cooperation

4.1. The Customer provides in good time the information, content, access and approvals required, and appoints a contact person with decision-making authority.

4.2. The Customer remains responsible for its data, its lawfulness, the functional choices it approves, and the use it makes of the deliverables.

4.3. Unless the quotation expressly entrusts backups to E-dem, the Customer keeps its own backups of its data.

5. Deadlines

Deadlines are indicative unless otherwise agreed in writing. A delay may only give rise to cancellation, penalty or compensation if it is significant, attributable to E-dem, and a formal notice has remained without effect for 15 days. Delays caused by the Customer or a third party (supplier, hosting provider, software publisher, marketplace, external API) extend the deadlines accordingly.

6. Delivery, acceptance and warranty

6.1. Developments are, in principle, delivered on a test or staging environment. The Customer has 10 working days to report any defects in writing.

6.2. If no comment is made within that period, or as soon as the work is put into production at the Customer’s request, the delivery is deemed accepted. Minor defects that do not prevent use do not prevent acceptance; they are corrected under the warranty.

6.3. **Warranty**: for 3 months after acceptance, E-dem corrects free of charge any reproducible defect in its own developments compared to what was agreed.

6.4. The warranty does not cover: changes made by the Customer or a third party, updates of Dolibarr, PrestaShop, PHP, the server or third-party modules, changes to external APIs, improper use, or new requests. Such work is invoiced.

6.5. Unless a maintenance contract is in place, E-dem does not guarantee the compatibility of its developments with future versions of third-party software and services.

7. Prices and payment

7.1. Prices are in euros, excluding VAT. Costs incurred at the Customer’s request (third-party licences, travel outside the province of Namur, domain names, etc.) are invoiced in addition.

7.2. For fixed-price projects or projects exceeding €2,500 excluding VAT, a 30% deposit is invoiced upon order; the balance is invoiced according to the schedule in the quotation or upon delivery. Time-and-materials work is invoiced monthly.

7.3. Invoices are payable within 30 days of their date, by bank transfer to the account stated on the invoice, unless another period has been agreed in writing, which may not exceed 60 days.

7.4. Any dispute regarding an invoice must be sent in writing, stating the reasons, within 15 days of receipt. Failing this, the invoice is deemed accepted. A partial dispute does not suspend payment of the undisputed part.

7.5. Subscription prices may be indexed once a year. Any other price increase is notified at least one month in advance; the Customer may then terminate the subscription free of charge before it takes effect.

8. Late payment

8.1. Any amount unpaid on the due date automatically bears, without formal notice, late-payment interest at the rate

provided for by the Belgian Act of 2 August 2002 on combating late payment in commercial transactions.

8.2. The Customer also automatically owes a fixed compensation of 10% of the unpaid amount, with a minimum of €40, without prejudice to reasonable compensation for any additional, duly justified recovery costs.

8.3. If a formal notice remains without effect for 8 days, E-dem may suspend its services, including access to hosting services and support, until full payment, without the Customer being entitled to any compensation. Non-payment of one invoice makes all other invoices immediately due, even if not yet due.

9. Intellectual property and licences

9.1. E-dem retains all rights to its tools, libraries, generic components, standard modules and know-how, whether existing or developed during the assignment (the “E-dem Elements”).

9.2. For custom developments made for the Customer, E-dem grants the Customer, upon **full payment** of the price, a non-exclusive, perpetual and worldwide licence to use them, and to modify them or have them modified, for its own needs. The source code of these custom developments is provided on request. Until full payment, the Customer only has a provisional right of use, which may be revoked in the event of non-payment.

9.3. An assignment of the economic rights in custom developments is only possible by a separate written agreement specifying its scope and price, in accordance with the Belgian Code of Economic Law.

9.4. Where a development is a module or an adaptation of free software (Dolibarr, PrestaShop, etc.), it is provided under the applicable free licence (for example the GNU GPL v3), whose rights prevail over clause 9.2 to the extent that licence requires. Annual licences for E-dem’s commercial modules entitle the Customer to updates and support for their duration, as described on the product page.

9.5. Unless the Customer objects in writing, E-dem may mention the Customer as a reference (name and logo), without disclosing any confidential information.

10. Hosting, maintenance and subscriptions

10.1. Hosting and maintenance services rely on third-party infrastructure (notably OVHcloud and Infomaniak). E-dem uses reasonable means to ensure their availability, security and, where the quotation provides for it, regular backups; it does not guarantee uninterrupted availability.

10.2. Scheduled maintenance is, as far as possible, announced in advance and carried out outside the Customer’s busy hours.

10.3. Unless the quotation provides for another term, subscriptions are concluded for one year and are tacitly renewed for successive one-year periods, unless terminated in writing at least one month before the renewal date. E-dem reminds the Customer of the renewal date by e-mail at least two months in advance.

10.4. At the end of the subscription, and provided invoices have been paid, E-dem provides the Customer with an export of its data and files in a standard format within 30 days of its request. The data is then deleted.

11. Personal data protection

11.1. Where E-dem processes personal data on behalf of the Customer (hosting, maintenance, access to its Dolibarr or applications, migration), the Customer is the controller and E-dem its processor within the meaning of Article 28 of the GDPR. This clause constitutes the data processing agreement, unless the parties have signed a specific agreement.

11.2. In particular, E-dem undertakes to: - process the data only on the Customer’s documented instructions and for the purpose of performing the services; - ensure its confidentiality, including by the persons working on its behalf; - implement appropriate security measures (named accounts, encrypted communications, backups, updates); - only use sub-processors whose list is provided to the Customer on request, and inform the Customer of any change, the Customer being entitled to object on legitimate grounds; - give preference to hosting data within the European Union; - assist the Customer in responding to data subject requests and in meeting its obligations; - notify the Customer of any personal data breach without undue delay, and at the latest 48 hours after becoming aware of it; - return or delete the data at the end of the services, at the Customer’s choice; - make available the information needed to demonstrate compliance with these obligations.

11.3. Data from a production environment is only copied to a development environment where necessary, with the Customer’s consent and, as far as possible, after anonymisation.

12. Confidentiality and tools

12.1. Each party keeps confidential the non-public information of the other party of which it becomes aware, for the duration of the contract and five years thereafter.

12.2. E-dem may use development tools, including artificial intelligence assistants. It uses them in accordance with this clause and clause 11, and does not transfer the Customer’s personal data to a service that does not offer appropriate contractual safeguards.

13. Liability

13.1. E-dem is only liable for direct and foreseeable damage resulting from a proven fault on its part.

13.2. E-dem is not liable for indirect damage, such as loss of turnover, profit, customers or opportunity, nor for the loss of data where the Customer has not kept a backup, unless backups were entrusted to E-dem under the quotation.

13.3. E-dem is not liable for failures, interruptions or changes of third-party software, services and APIs (hosting providers, software publishers, marketplaces, payment providers, the Peppol network, AI providers, etc.).

13.4. Except in cases of fraud, gross negligence or personal injury, E-dem’s total liability is limited to the amount, excluding VAT, invoiced to the Customer for the service concerned during the 12 months preceding the event giving rise to the claim, and in any case to the amount covered by its professional liability insurance.

13.5. Any claim must be made in writing within 30 days of the discovery of the damage, and at the latest one year after the end of the service concerned.

14. Force majeure

Neither party is liable for a failure caused by an event beyond its control which it could not reasonably foresee or avoid (in particular a general outage of a hosting provider or network, a large-scale cyberattack, serious illness, or a decision of the authorities). If the impediment lasts more than 60 days, either party may terminate the contract in writing, the services already performed remaining payable.

15. Termination

15.1. Either party may terminate the contract by operation of law, in writing, if the other party commits a serious breach that is not remedied within 15 days of a formal notice.

15.2. If the Customer ends an ongoing project without fault on E-dem’s part, it pays for the services performed and the costs incurred and, for a fixed-price project, compensation of 20% of the amount remaining to be invoiced.

16. Miscellaneous

16.1. E-dem may subcontract part of the services, under its own responsibility.

16.2. E-dem may amend these Terms. The applicable version is the one in force on the date of the quotation or order. For ongoing subscriptions, new Terms are communicated at least one month before they take effect; the Customer may terminate free of charge within that period.

16.3. The invalidity of a clause does not affect the other clauses; the invalid clause is replaced by the valid clause closest to the intention of the parties.

16.4. E-mail communications to the parties' usual addresses constitute written communication.

17. Governing law and disputes

The contract is governed by Belgian law. The parties shall first seek an amicable solution. Failing that, the courts of the judicial district of Namur (Enterprise Court of Liège, Namur division) have exclusive jurisdiction, unless E-dem prefers to bring proceedings before the court of the Customer's registered office.