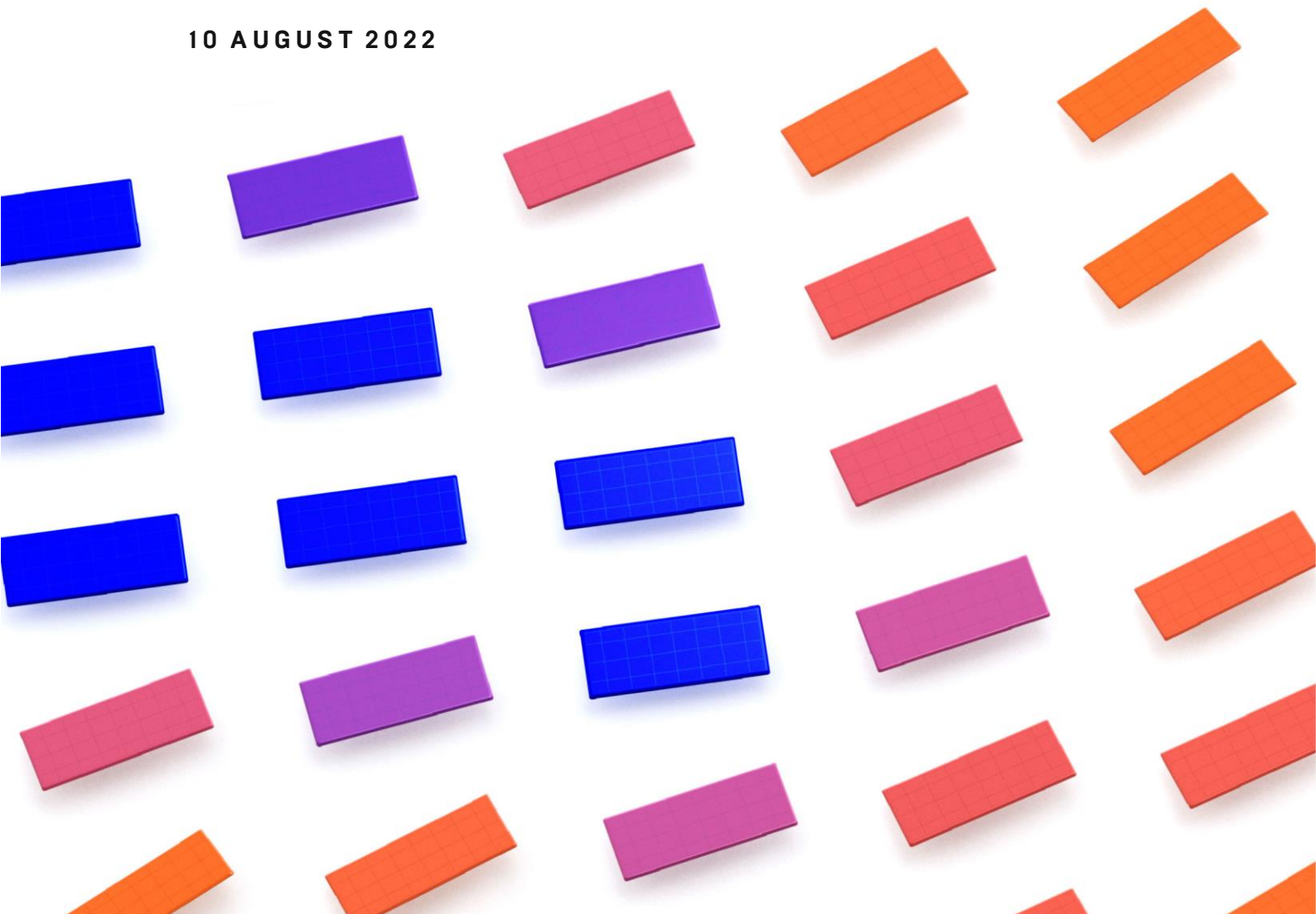




Terms & Conditions

VIRTO.CAD

10 AUGUST 2022





Please read these Terms & Conditions carefully – these apply for all Virto.CAD products and services. If you use our website www.virto.solar, or if you agree to a Virto.CAD demonstration / agree to a Virto.CAD free trial period / accept a Virto.CAD Price Quote / buy a Virto.CAD Subscription, we assume you agree to these Terms & Conditions as described below.

Virtuosolar B.V.
Antwerpseweg 1, 2440 Geel, Belgium
Company number : BE0719425640
Bank account number : BE77 7310 4727 4842
BIC number : KREDBEBB

1. General

These Terms & Conditions apply to :

- Virto.CAD Price Quotes
- Virto.CAD Subscriptions bought on www.virto.solar, after this “the Website”.
- Virto.CAD Agreements
- Virto.CAD Demonstrations
- Virto.CAD Free Trials

and are made by Virtuosolar BV (ON BE0719425640), hereinafter ‘Virto Solar’, registered at Antwerpseweg 1, 2440 Geel, Belgium.

Terms & Conditions or Terms of Sale by the Client do not apply, unless Virto Solar accepts these in writing.

2. The Agreement

The Agreement between Virto Solar and the Client is concluded when the Client accepts a price quote by signing with a signature, digital or otherwise, by any other confirmation by the Client, or after the Client’s request to order or purchase the Software.

2.1. PRICE QUOTES

A price quote is valid for 30 days. The duration of this period starts on the day that the Customer Success Specialist shares the activation codes by email. If the Client wishes to accept the offer and the conditions described herein, the order or purchase confirmation must be made within this period.

2.2. END-USER LICENSE AGREEMENT

At the start of the Agreement, Virto Solar will provide the Client with an End-User License Agreement (EULA). This User Agreement contains the terms of use of the License. If the Client accepts the Agreement, the Client agrees to the terms and conditions described in the User Agreement.



3. Best Effort Commitments

3.1. The commitments entered into by Virto Solar are “best efforts commitments”. Deadlines are therefore always indicative.

3.2 The Client is responsible for a correct and timely supply of information, cooperation and input regarding the work and services that Virto Solar has to deliver.

4. Trial Period

4.1. A (free) Trial Request will be processed within 2 working days.

4.2. After approval for granting the trial period, Virto Solar will provide the Client with all information needed and the “End-User License Agreement for a Trial Period”, as well as an activation code.

4.3. The activation code is valid for 30 days and can be used by one or more users – the number of users depends on what has been agreed with and confirmed by the Customer Success Specialist. The Trial Period lasts 30 days and ends automatically.

5. Duration and End of the Agreement

5.1. An Agreement with a “monthly payment” has an initial duration of one month and will be tacitly renewed each month – but it is possible to terminate the Agreement at least 3 working days before the end of the duration period. Invoicing will be each month. An invoice needs to be paid within 30 days after receipt.

5.2. An Agreement with a “yearly payment” has an initial duration of one year and will be tacitly renewed each year – but it is possible to terminate the Agreement at least 5 working days before the end of the duration period. Invoicing will be each year. An invoice needs to be paid within 30 days after receipt.

5.3. Termination of the Agreement must be done in writing.

5.4. Each Agreement will be terminated by operation of law in the event of bankruptcy of one of the parties. Services already performed, however, remain due and payable.

6. Prices

6.1. Our prices are shown on the Website, in Price Quotes and Agreements in EURO, USD, AUD, JOY, CAD or GBP. The Client selects the currency in which the payment will be made on the Website during checkout.

For Price Quotes and direct Agreements, the choice of currency can be made at the time of the Agreement.

6.2. Prices are always shown without VAT. VAT will be calculated on the basis of the VAT number.



6.3. Prices are as shown in the Price Quote and the Agreement. If additional services have to be performed, this will be settled at an hourly rate. The cost will be clearly communicated to the Client before Virto Solar starts any work or services.

7. Price Changes and Indexation

From the Effective Date of the Agreement and for the entire term of the Agreement, the Parties agree that all fees charged by Virto Solar are automatically increased by 2% per year.

Currency fluctuations, price increases of materials and raw materials, scarcity, price increases by Virto Solar's suppliers, wages, salaries, social charges, costs imposed by the government, (environmental) levies and taxes, transport costs, import and export duties or insurance premiums and other objective causes that necessitating a price increase, which occur between the conclusion of the Agreement and the delivery of the services, may give rise to an increase in all (or some) fees. Virto Solar will always inform the Client of a price increase in advance in writing.

8. Payment

8.1. Invoicing will be done in the same currency as described in the Website, the Price Quote or the Agreement.

8.2. Invoices need to be paid within 30 days after receipt. Invoices are delivered to the Client electronically, but can also be delivered by post by simple request.

8.3. A translation of the invoice can be requested by the Client.

8.4. Invoices can only be legally protested within 30 calendar days of the invoice date by email via info@virto.solar.

8.5. If the invoice has not been paid on the due date, the Client will automatically and without notice of default owe contractual interest at the rate determined in implementation of Article 5 of the Act of 2 August 2002 on combating late payment in commercial transactions. In that case, the Client will also owe a fixed compensation of 10% of the invoice amount, with a minimum of 150 EUR.

8.6. Virto Solar has the right to immediately terminate the Agreement or the entire collaboration without paying any compensation in case the Client has one or more outstanding invoice(s) or payment(s) of more than 60 days.

9. Third Parties

9.1. Virto Solar collaborates with specialized partners for certain services (such as hosting). A description of the guarantees and liabilities of these partners is available upon request.

9.2. At the request of the Client, Virto Solar can take over management of services or software that were provided or developed by a third party. Virto Solar can never held be responsible or liable for any errors that were made by third parties.



9.3. At the request of the Client, Virto Solar can link its solutions to other systems managed by the Client or a third party. Virto Solar can never be held responsible or liable for unavailability or errors caused directly or indirectly by such external systems.

10. Liability

10.1. The Client must respect the applicable legal provisions and any possible contractual obligations; and indemnifies Virto Solar against all direct or indirect damages and costs caused by any possible infringements committed by the Client, as well as any claims made by third parties. This indemnification continues to apply and exist after termination of the Agreement.

10.2. In the event of misuse of any service by the Client or third parties; Virto Solar reserves the right to temporarily or permanently deny the Client access.

10.3. The Client expressly acknowledges that Virto Solar can only be held responsible for damage that is the direct result of intentional or attributable fault by Virto Solar.

10.4. Virto Solar is not liable for indirect damage of the client such as : a loss of turnover and profit, loss of customers, loss of market value and reputation, loss of information and data, ... in any case, liability is limited to the amount equal to the amounts that have been invoiced in the last 3 months (excluding the amounts invoiced by the Client for the execution of an assignment by third parties as referred to in article 9.3 in these terms and conditions - or the re-execution of services, by choice of Virto Solar.

11. Force majeure

11.1. Virto Solar is not liable in case it is prevented to execute the Agreement due to force majeure or any other circumstances beyond its control. These include but are not limited to : social conflicts, interruptions of the electricity network (including black-outs), interruptions of the telecommunications network, unavailability of web hosts or social media,

11.2. The Client acknowledges that with regard to software development, a flawless operation of computer configuration (all hardware and software) can never be guaranteed and that this, as well as certain cases of force majeure or malicious intent (hacking, denial of service, ...), may result in the loss of some (or even all) programs and/or data from the Client.

The Client therefore agrees to take the necessary precautions, that in his or her opinion, limit the consequences of such circumstances.

In addition, the Client acknowledges expressly that it can insure itself against the harmful consequences that such facts would have on its business, business processes, Customer and personal data and other data.

12. Intellectual Property

12.1. All rights to the Software developed by Virto Solar remain the property of Virto Solar at all times.



12.2. Virto Solar provides the Client with a non-exclusive and non-transferable right to use the software.

12.3. Our website, logos, texts, photos, videos, drawings, names and all other forms of communication and carriers in general are protected by intellectual property that is either owned by us or by our suppliers or other entitled parties.

It is prohibited to use and/or make changes to the intellectual property rights as described in this article and in these General Terms and Conditions. It is prohibited to copy or reproduce our photos, logos, videos, etc. without our prior and express written permission.

13. Privacy & Personal Data

13.1. During the execution of the Agreement, the Client remains responsible for the processing of personal data and must inform Virto Solar – and keep Virto Solar informed at all times – of any obligations that may have an impact on Virto Solar’s services.

13.2. Virto Solar processes all personal data obtained in strict confidence and will not use the personal data provided by the Client in any way.

13.3. If the result of the services that Virto Solar provides to the Client, offers the possibility to process personal data, the Client must comply with the legal provisions and the General Data Protection Regulation (AVG – GDPR) and the rights of persons whose data is processed.

13.4. Virto Solar commits to processes all obtained personal data marked as confidential, in strict confidence and will not use the personal data provided by the Client in any way.

More information is also available in our Privacy and Cookie Policy.

14. Non-exclusiveness & non-recruitment

14.1. Virto Solar is free to provide services and products to competitors of the Client.

14.2. The Client shall refrain from recruiting or employing Virto Solar employees, directors, business managers or permanent independent service providers on the date of termination of the Agreement; or those who were employed up to 12 months on the date of termination of the Agreement. This clause applies and continues to apply after termination of the Agreement for 12 months. Any infringement will lead to payment of a fixed compensation of 50.000 EUR.

15. Promotion & Communication

Virto Solar has the right to promote and communicate about the collaboration with the Client.

16. Nullity of a Stipulation

If one or more clauses of these Terms & Conditions are invalid, this does not affect the validity of the other clauses in these Terms & Conditions, which remain applicable and valid in full.



17. Information Sharing & Confidentiality

17.1. Virto Solar acknowledges that it is subject to strict confidentiality, both during and after termination of the exchange of information during support, training or demonstrations.

The data, information and details described above are hereinafter collectively and individually referred to as “Confidential Information”.

17.2. Virto Solar will keep all Confidential Information completely confidential. In this context, confidentiality is in any case understood to mean that:

- No disclosures of the Confidential Information will be made to third parties, whether orally or in writing, either directly or indirectly, without the express prior written consent of the Client; and/or
- Confidential Information may not be used for anyone else’s benefit without the express prior written consent of the Client;

18. Complaints

We strive for excellent customer satisfaction and value your feedback. If you should nevertheless be dissatisfied or wish to submit a complaint to us, you can reach us via support@virto.solar or via telephone number +32 14 54 94 45. We try to handle your complaint within 5 working days. If this term is not feasible, we will send you a confirmation of receipt and communicate a new term.

If it proves impossible to reach a solution together, you can contact the Online Dispute Resolution (ODR) via ec.europa.eu/consumers/odr.

19. Applicable Law and Competent Courts

The contractual relationship between Virto Solar and the Client is exclusively governed by Belgian Law. Only the courts of Turnhout (Belgium) have jurisdiction to hear any dispute between the parties.

20. Validity

These Terms & Conditions are valid from 10 August 2022.

We reserve the right to amend the Terms and Conditions if we deem it necessary. We will communicate changes clearly on our website as well as in our Price Quotes and the Agreement.

General Terms and Conditions – version 2022.1