

GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale (hereinafter the “Terms”) set out the terms and conditions under which Bonsignore Thomas, a self-employed provider in secondary/complementary status, registered under company number 1035664050, domiciled at Av. du 23 août 32, hereinafter referred to as “the Provider”, supplies website creation and management services to its professional clients, hereinafter referred to as “the Client”. Any order for services (signed quote, purchase order) implies unreserved acceptance of these Terms by the Client.

Article 1 – Purpose

The purpose of these Terms is to set out the respective rights and obligations of the Provider and the Client in connection with the supply, by the former to the latter, of a website and the related services described in Article 2. They apply to the exclusion of any other terms, including those that may appear in the Client’s own documents, unless expressly agreed in writing by the Provider.

Article 2 – Included services

The “Complete website” offer includes, for an annual subscription of €120:

- custom design and development of the website;
- one or more video calls to define the Client’s needs and follow up on the project;
- technical maintenance of the website throughout the term of the contract;
- website hosting;
- registration and annual renewal of the domain name.

Any service not listed above (for example: professional photo shoots) is subject to a separate quote, in accordance with Article 12.

Article 3 – Term and renewal

The contract is entered into for an initial term of one year from the date the website goes live (hereinafter the “anniversary date”). It is automatically renewed for successive one-year periods, unless terminated by either party under the conditions set out in Article 4.

Article 4 – Termination

4.1 – Termination by the Client. The Client may terminate the contract at any time by giving 30 days’ notice before the anniversary date, notified in writing (email or post) to the Provider.

4.2 – Termination by the Provider, through no fault of the Client. If the Provider terminates the contract for a reason not resulting from a breach by the Client (cessation of business, professional reorientation, or any other reason specific to the Provider), the Client shall be transferred, free of

charge and within 30 business days, full rights to the website, the source code and the domain name, in accordance with the transfer terms set out in Article 10.

4.3 – Termination for breach by the Client. In the event of non-payment or a serious breach by the Client of its obligations, the Provider may, after a written formal notice remaining unanswered for 15 days, suspend access to the website and then terminate the contract. In this case, no free transfer is owed by the Provider; only the buy-out option set out in Article 10 allows the Client to obtain ownership of the website and the domain name.

Article 5 – Price and payment terms

5.1 – Price. The annual subscription price is set at €120. As the Provider falls under the small-business VAT exemption scheme, VAT is not applicable on invoices issued.

5.2 – Payment due date. The annual subscription is payable on the contract's anniversary date, based on the invoice issued by the Provider. The Client has a period of 7 calendar days from the anniversary date to make payment.

5.3 – Early renewal. The Client may renew the subscription ahead of the anniversary date. Any payment made in advance is definitively acquired by the Provider and is non-refundable, including in the event of subsequent termination by the Client.

5.4 – Failure to pay within the deadline. If payment is not made within the 7-day period referred to in Article 5.2, the Provider reserves the right to suspend access to the website until the situation is regularized, with access being restored as soon as possible after payment is received. This suspension applies without prejudice to the termination terms for breach set out in Article 4.3.

Article 6 – Price indexation

The subscription price is not subject to any automatic indexation. It may only be revised if the direct costs borne by the Provider in performing the contract (hosting fees, domain name fees, or any other third-party service for which the Provider is not responsible) themselves increase. Any price revision is notified to the Client in writing, together with supporting evidence, at least 30 days before it takes effect. The Client retains, in all cases, the right to terminate the contract if it refuses this revision, under the terms of Article 4.

Article 7 – Liability and website availability

7.1 The Provider undertakes to act as promptly as possible, and at the latest by the business day following the Client's report, in the event of website unavailability falling within its responsibility (configuration error, application malfunction, etc.). This commitment relates to responsiveness and corrective action, not to a guarantee of immediate resolution where the cause is external to the Provider.

7.2 The Provider cannot be held liable for unavailability resulting from a failure of the hosting provider or any third-party technical provider, beyond its control. The Provider maintains a backup mechanism to limit, as far as possible, the duration of such unavailability.

7.3 Under no circumstances may the Provider be held liable for loss of business, loss of customers, or any other indirect damage suffered by the Client as a result of the website being unavailable, whatever the cause.

Article 8 – Delivery times

The initial go-live time for the website is indicative and generally varies between one week and one month from the first meeting with the Client. This period depends in particular on the Client's responsiveness, the complexity of the project, and its specific requirements. The Provider cannot be held liable for exceeding this indicative period.

Article 9 – Intellectual property and domain name

9.1 The Provider is and remains the owner of the website's source code and holder of the related copyright, subject to the buy-out option set out in Article 10.

9.2 The Provider is the registrant of the domain name associated with the website, which is included in the annual subscription referred to in Article 2.

9.3 The Client benefits, throughout the term of the contract, from a full right of use of the website for the purposes of operating its professional activity, including access to the website, updating its content, and its commercial use.

9.4 The Provider's moral rights over the source code, being non-transferable by nature, are not affected by this article or by the buy-out option set out in Article 10.

Article 10 – Buy-out option

10.1 The Client may, at any time, buy out the entire intellectual property of the website (economic rights over the source code) as well as the associated domain name, upon payment of a single flat fee of €500, regardless of the website concerned.

10.2 This buy-out includes: the transfer of economic rights over the source code; the transfer of the domain name to a registrar account designated by the Client; and the delivery of the complete source code and the access needed to take it over, whether independently or through a third party of its choice.

10.3 This transfer is carried out within 30 business days of full payment of the buy-out amount.

10.4 From the date of the buy-out, the annual subscription as well as the Provider's maintenance and hosting obligations come to an end, unless otherwise agreed between the parties.

Article 11 – Provision of content and ownership of media

11.1 Unless otherwise stated in the quote, the Client provides all content necessary for creating the website (text, photographs, menus, logos, etc.).

11.2 Where the Client provides its own photographs, it retains full ownership of them.

11.3 Where the Provider engages a photographer to take photographs for the website, the Provider remains the owner of those photographs. The Client nonetheless benefits, throughout the term of the contract, from a free, non-exclusive professional-use licence allowing it to use these photographs on the website as well as across all of its professional media (social networks, printed materials, etc.). This licence ends with the contract, unless ownership of these photographs is transferred as part of the buy-out set out in Article 10.

Article 12 – Additional quotes

Any service not included in the offer described in Article 2 is subject to a prior quote, accepted in writing by the Client before it is carried out.

Article 13 – Personal data protection (GDPR)

13.1 – Data processing. The Provider processes personal data necessary for the performance of the contract (the Client's identification and billing data) as well as, where applicable, data collected via the Client's website (contact form, traffic statistics), in accordance with Regulation (EU) 2016/679 of 27 April 2016 (GDPR) and applicable Belgian law.

13.2 – Roles of the parties. For the Client's own data (identification, billing), the Provider acts as data controller. For visitor data collected via forms or audience-measurement tools on the website, the Provider acts as a processor within the meaning of Article 28 of the GDPR, on behalf of the Client, who remains the data controller and warrants that it has a valid legal basis as well as adequate information for data subjects, in particular via a privacy policy.

13.3 – Provider's commitments. The Provider undertakes to process data solely for the purposes of performing the contract, to implement reasonable security measures (restricted access, regular backups), not to transfer data outside the European Economic Area without appropriate safeguards, and to delete or return the data to the Client at the end of the contract, unless a legal retention obligation applies.

13.4 – Client's rights. The Client has, with respect to its own data, a right of access, rectification, erasure, and objection, exercisable in writing with the Provider.

Article 14 – Force majeure

14.1 – Definition. Neither party may be held liable for a delay in, or failure to perform, its obligations resulting from a case of force majeure, understood as any unforeseeable, external, and unavoidable event beyond its reasonable control, including in particular: natural disaster, fire, widespread power or telecommunications network failure, large-scale cyberattack, strike, epidemic, or decision of a public authority.

14.2 – Notification. The party affected by a case of force majeure shall inform the other party as soon as possible and shall use reasonable efforts to limit the consequences of the event on the performance of the contract.

14.3 – Termination in the event of prolonged force majeure. If the impediment continues for more than 30 consecutive days, either party may terminate the contract by written notice to the other party, without compensation to either party.

Article 15 – Governing law and jurisdiction

These Terms, and any contract entered into on their basis, are governed by Belgian law. Any dispute relating to their interpretation or performance falls within the jurisdiction of the courts of the judicial district of the Provider's registered office, subject to any mandatory provisions applicable to territorial jurisdiction between businesses.

Article 16 – Amendment of the Terms

The Provider reserves the right to amend these Terms. Any amendment is notified to the Client in writing at least 30 days before it takes effect and does not apply retroactively to contracts in progress, unless expressly accepted by the Client.

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