

TERMS AND CONDITIONS

I. SCOPE a) These general conditions apply to and form an integral part of all offers, quotations, orders, (framework) agreements and invoices relating to PIMM VOF, with registered office at 3990 Peer, Reppelerweg 65 and with company number 0675.406.050 hereinafter referred to as "PIMM") goods and / or services supplied. b) An offer, quotation, order or (framework) agreement accepted by the customer will be considered as acceptance of these general terms and conditions. c) Except as provided in art. VII.C, special conditions deviating from these general terms and conditions are only binding if they have been agreed in writing. PIMM only accepts the applicability of general (invoice) conditions of contractors if this has been explicitly agreed in writing. II. OFFERS, PRICE AND AGREEMENT a) PIMM's offers are of an informative nature, are always without obligation and can be changed or withdrawn at any time by PIMM. Unless otherwise stipulated, a quotation remains valid for one month. b) The prices that were communicated verbally and any additional provisions on an order form or quotation are only binding after written confirmation by PIMM. The prices are net prices indicated in Euro, excluding VAT or other government levies or taxes.

II. OFFERS, PRICE AND AGREEMENT a) PIMM's offers are of an informative nature, are always without obligation and can be changed or withdrawn at any time by PIMM. Unless otherwise stipulated, a quotation remains valid for one month. b) The prices that were communicated verbally and any additional provisions on an order form or quotation are only binding after written confirmation by PIMM. The prices are net prices indicated in Euro, excluding VAT or other government levies or taxes. c) If not all the necessary elements or technical data were available at the time of the preparation of the offer, the prices and conditions will remain subject to change. d) If the parties do not agree on a fixed price, or if additional work is ordered or prove necessary, PIMM will be entitled to be paid for the work and / or goods delivered in accordance with the agreed unit prices, or in the absence thereof in accordance with the applicable PIMM rate. for similar work and / or equivalent goods. e) PIMM will execute and / or deliver the work and / or the goods according to the offer and / or the agreements at its own discretion. f) The customer is irrevocably bound by his order or order. PIMM is bound after its written acceptance of the order or the order, resulting in an agreement. All agreements are deemed to have been concluded at the registered office of PIMM. g) Unless explicitly stipulated otherwise, a specified delivery date and / or implementation date is only a guideline and does not imply any obligation of PIMM. If the agreement expressly provides for a binding delivery date and / or implementation date, PIMM will be able to extend this when the customer fails to perform one of his obligations.

h) The agreement for hosting services and user licenses has a minimum duration of one year and is in the absence of a registered written notice, which must be received

no later than one month before the anniversary of the agreement with the other party (the latter being deemed to have arrived the third calendar day after the date of dispatch), renewed each time and automatically for a period of one year. i) After the first year, PIMM is entitled to increase the agreed prices and / or rates for the hosting services and user licenses if the cost price would increase, and the new prices and / or rates will be communicated in writing to the customer. The customer is entitled to cancel the agreement by means of a registered letter within fifteen (15) calendar days after receipt of the notification, without PIMM being obliged to pay any compensation. In the absence of the aforementioned cancellation, the customer is deemed to agree with the increased prices and / or rates. j) PIMM is entitled at all times to terminate current agreements from the first year, subject to a notice period of two (2) months and without being liable to pay compensation. k) PIMM has only an obligation of means and no obligation of result.

III. IMPLEMENTATION AND ACCEPTANCE OF THE WORK a) If the client is not the owner of the building in which the work will be carried out, it will receive the written permission from the owner (s) in advance for the works to be carried out and, if necessary, indemnify PIMM against all costs, damage and / or expenses resulting from the absence of this permission. The customer ensures that the building is accessible, and that the facilities required for the execution of the work are present at the location. Only the customer is responsible for the foregoing, and in the absence thereof, it will indemnify PIMM against all damage that PIMM suffers or may suffer as a result. b) Unless agreed otherwise in writing, it is agreed that the delivered work and / or the goods will be definitively accepted if within 8 calendar days after the notification of the termination of the work by PIMM and / or delivery of the goods, and / or after any testing, no comments have been sent to PIMM. This time is therefore equated with the only and final delivery. c) It belongs to the client to fully inform PIMM of all elements, of nature to influence the work and / or the intervention of PIMM in whatever way, without PIMM being obliged to request this information itself. Any damage caused by a lack of such information remains at the customer's expense and may result in a claim for damages or additional invoicing due to PIMM on the customer. d) PIMM can always refuse to carry out an assignment, even accepted, if it reasonably believes that the execution of the agreement would violate public order and / or good morals. e) In the event of dissolution of the agreement or cancellation of the assignment on the initiative or at the expense of the customer, the customer shall owe a lump sum compensation amounting to 25% of the value of the contract and this in addition to the already executed and without prejudice to the PIMM's right to demand full compensation for the damage actually suffered. f) The customer may not transfer its rights or obligations under this agreement to third parties without the prior written consent of PIMM.

IV. INVOICING AND PAYMENT a) The invoicing is based on these general conditions and on the basis of performances as stated on the performance statements, based on the

agreed rate and / or other price agreements. b) In the absence of a protest by means of a motivated letter by registered mail within eight (8) calendar days after receipt of the invoice, the invoice shall be deemed to have been definitively accepted by the customer. c) Unless otherwise stated, all invoices must be paid by the customer within eight (8) calendar days after the invoice date. All payments are made in euros, net and without discount costs. d) In the event of late payment of an invoice ("default"), the invoice amount shall be increased automatically and without prior notice of default by an interest equal to the interest rate applicable in accordance with Article 5 of the Law of 2 August 2002 on combating the payment arrears in commercial transactions. e) In the event of non-payment, PIMM may at all times opt, by operation of law, without notice of default or judicial intervention and with immediate effect, to dissolve the agreement in whole or in part by mere sending of a registered letter, without being in any way liable. f) As long as the customer fails to pay the payments due, all PIMM commitments have been suspended. PIMM is not obliged to pay in case of non-payment future deliveries and / or performance under other agreements with the same customer. g) As long as not all payments in execution of any agreement have been received, PIMM retains ownership of all goods and / or services delivered by PIMM, owned by PIMM and PIMM has the right to take back the delivered goods and / or services, without judicial intervention. V. LIABILITY a) PIMM is only liable for damage suffered by the customer which is the immediate and direct consequence of a serious error attributable to PIMM, with the exception of minor errors and / or negligence (even if contrary to the rules of the art). PIMM can never be held liable for compensation of consequential damages, including but not limited to loss of profit, loss or nuisance, claims by third parties, unemployment of the customer's personnel, reputational damage, fines or penalties imposed on the customer or any other indirect damage or consequential damage arising from any cause or reason. b) Any liability of PIMM can only be invoked if the customer has informed PIMM in writing and by registered mail within a period of five (5) calendar days, after the date on which the problem was discovered or should reasonably have been discovered. c) PIMM can not be held responsible for hardware, system or application software that was hosted, purchased, or otherwise obtained by the customer from suppliers other than PIMM, or the malfunction of hardware and / or software not provided by PIMM. implemented and PIMM is also not liable for defects resulting from inadequate and / or incorrect maintenance by the customer and / or changes made without the written permission of PIMM. d) The total cumulative liability of PIMM under this agreement is in any case limited to an amount of 1,000.00 Euro.

VI. FORCE MAJEURE a) If PIMM can not execute the order or assignment due to circumstances beyond its control, such as but not limited to, problems (of any kind) at its suppliers / subcontractors (including Matterport in any case), labor disputes, fire, mobilization, seizure, natural and / or other disasters, prevention of transport or

problems with customs, serious accidents, lack of or unavailability of materials and / or labor necessary for the execution of the agreement, then it is exempt from liability .

b) In that case, even if this force majeure does not lead to permanent and / or complete impossibility of execution, PIMM is authorized by law to suspend or unilaterally cancel its obligations after having informed the customer thereof. This can not give rise to the payment of any compensation to the Customer.

VII. INTELLECTUAL PROPERTY a) All intellectual property rights to the services, materials and / or goods provided by PIMM and / or Matterport (including but not exhaustive: visualisations, edited and unprocessed photos, 2D and 3D Scan (s), floor plans and 360 ° video / photography, functionality, usage possibilities, etc.), remain the exclusive property of PIMM and / or Matterport and can never be deemed to have been transferred to the customer. The customer gives permission to PIMM and / or Matterport to use the services, materials and / or goods supplied by PIMM for commercial purposes. The services, materials and / or goods supplied by PIMM and / or Matterport must be used in accordance with the agreement, with respect for the intellectual property rights of PIMM and / or Matterport, or of third-party suppliers (including Matterport), as well as in accordance with Matterport's general terms and conditions, and no rights may be transferred to third parties. b) In the execution of the assignment, PIMM may assume that the customer has received the permission of every possible rightholder of intellectual property rights and this for the use in accordance with this agreement of eg every text, image, sound and / or video image in such a way that all data supplied by the customer (or collected by him) may be deemed by PIMM to be in compliance with the applicable laws and intellectual property rights and only the customer is liable in the absence thereof and this will indemnify PIMM for any possible direct and indirect / or indirect damage. c) The customer further accepts the general terms and conditions of Matterport as shown on the website <https://matterport.com/legal/>, and acknowledges having received and understood and declares that he is in command of the English language. The customer expressly acknowledges that Matterport obtains an unlimited, irrevocable, perpetual, transferable, susceptible to sublicensing, worldwide, royalty-free license to the services, materials and / or goods provided by PIMM and / or Matterport, information, data, photos etc. related to the agreement, to use, to reproduce, to display, to distribute and distribute publicly, whereby the customer renounces every moral right as much as necessary and where the client declares that they are not confidential . d) The customer undertakes to take the necessary measures to ensure that his staff and / or anyone who inspects and / or has access through them in / to the services provided by PIMM and / or Matterport, the material and / or the goods , refrains from infringing these intellectual property rights.

VIII. DATA PROCESSING a) The customer is aware that the internet, as well as databases and computers, are not a perfectly protected medium and that no absolute certainty can be guaranteed in connection with the protection of private life. PIMM

can not be held responsible for possible damage suffered by the customer as a result of the insertion and / or use of confidential and / or sensitive information which was collected by PIMM and / or Matterport in the context of the implementation of this agreement. b) The customer further unequivocally agrees that personal information and / or information of technical data and related information (including, but not exhaustive: information from the system, software, ...) is collected and stored and that this information can be transferred to the United States and / or other countries with a view to storage, processing and use by Matterport, with its affiliated persons and service providers and third parties with whom it has strategic relations. IX. DISPUTES a) If one or more clauses of this agreement are invalid or not opposable, the remaining clauses will remain in full force and the parties will cooperate to replace the invalid clause with an accepted clause that will replace the purpose of the clause to be replaced. Closely approximates, leaving the elements that make the clause invalid or non-opposable will be omitted. b) In case of disputes, only the courts with jurisdiction for Hasselt (Belgium) are competent. If, however, PIMM is the claimant, PIMM reserves the right to bring the case before another court which is competent under ordinary law. c) Belgian law applies to any disputes, with the exception of its international private law rules.