

GENERAL TERMS AND CONDITIONS OF SERVICE OF LSSE

General Terms and Conditions of Service of Low Stress Stockmanship Europe, Locht 33, 3930 Hamont, (Belgium), having its registered office and principal place of business in Hamont hereinafter referred to as: LSSE

All correspondence, activities and services, in the broadest sense of the word, and/or performed in any form whatsoever, in the name or on behalf of- or by Belgian Animal Rescue and Trauma Care Association, (BARTA), are by this fact itself an inseparable part of Low Stress Stockmanship Europe, (LSSE) and therefore take place without exception of any kind under the articles, terms and conditions described in these General Terms and Conditions of Service of Low Stress Stockmanship Europe, (LSSE). In these General Terms and Conditions of Service of Low Stress Stockmanship Europe (LSSE), where the name Low Stress Stockmanship Europe and/or the acronym LSSE is mentioned, the name Belgian Animal Rescue and Trauma Care Association and/or the acronym BARTA is also intended, applicable, valid, and therefore mandatory.

Article 1. Definitions

In these General Terms and Conditions of Service of Low Stress Stockmanship Europe, the following terms shall have the following meanings:

- * **LSSE:** the user of the General Terms and Conditions of Service;
- * **Client:** the client to LSSE;
- * **Organizer:** a person, (not employed by LSSE), who organizes, who initiates a new partnership, activity or event, and/or its realization, by coordinating and arranging;
- * **The company where LSSE is a guest:** an organization of labor and capital active in the production and/or offering of goods and services.

Article 2. Applicability of these General Terms and Conditions of Service

1. These General Terms and Conditions of Service apply to every offer and every contract between LSSE and the client to which LSSE has declared these General Terms and Conditions of Service applicable.
2. These General Terms and Conditions of Service also apply to all agreements with LSSE for the execution of which third parties must be involved.
3. These General Terms and Conditions of Service shall be sent by LSSE to the applicant at the same time as the offer. By placing an order with LSSE, the client declares to LSSE that the client has read these General Terms and Conditions of Service prior to the conclusion of the order for services, has understood these General Terms and Conditions of Service, is familiar with these General Terms and Conditions of Service and will accept them without reservation as an inseparable part of the order for services.
4. In the event of provisions contained in both the order for services and these General Terms and Conditions of Service, the provisions in the order for services shall prevail.
5. The client's general terms and conditions and purchasing conditions are hereby expressly rejected by LSSE.

Article 3. Offers and quotations

1. The offers and quotations made by LSSE are without obligation; they are valid for 21 days, unless otherwise indicated.
2. LSSE shall only be bound by the offers and quotations if their acceptance by the other party is confirmed in writing within 21 days, unless otherwise indicated.
3. **The rates in the quotations and offers do not include VAT**, unless otherwise indicated.
4. The written confirmation of the offers and quotations by the other party, (in accordance with the provisions of Article 3. Offers and quotations, paragraphs 1 and 2), changes the status of the offers and quotations into an agreement confirmed by both parties.
5. Hotel and accommodation expenses: In case a stay in a hotel or overnight accommodation is desirable and/or necessary, (at LSSE's discretion), all resulting hotel and accommodation costs shall be borne by the client, the organizer, or the company where LSSE is a guest. Offers and quotations made by LSSE do not include hotel and accommodation expenses.

Article 4. Execution of the agreement

1. LSSE shall execute the agreement to the best of its knowledge and ability, in accordance with the requirements of good craftsmanship and on the basis of the best available knowledge at the time.
2. If and to the extent that a proper execution of the agreement so requires, LSSE has the right to have certain activities carried out by third parties.
3. The client shall ensure that all data which LSSE indicates are necessary or which the client should reasonably understand are necessary for the execution of the agreement are provided to LSSE in good time. If the data required for the execution of the agreement are not provided to LSSE in time, LSSE has the right to suspend the execution of the agreement and/or to charge the client for the additional costs resulting from the delay according to LSSE's usual rates.
4. If it has been agreed that the contract shall be performed in phases, LSSE may suspend the performance of those parts belonging to a subsequent phase until the client has approved in writing the results of the preceding phase.

Article 5. Contract duration; term of execution

1. The agreement is entered into for an indefinite period, unless the parties expressly agree otherwise in writing.
2. If within the duration of the agreement a term has been agreed for the completion of certain activities, this shall never be a deadline. If the term is exceeded, the client must therefore give LSSE written notice of default.

Article 6. Modification of the agreement

1. If during the execution of the agreement it appears that for a proper implementation it is necessary to modify or supplement the work to be done, parties will timely and in mutual consultation adapt the agreement accordingly. If the parties agree that the agreement will be amended or supplemented, this may affect the time of completion of the execution. LSSE will inform the client of this as soon as possible.
2. If the change or supplement to the agreement has financial and/or qualitative consequences, LSSE shall inform the client thereof in advance.
3. If a fixed fee has been agreed, LSSE will indicate to what extent the amendment or supplement to the agreement will result in an increase of this fee.
4. Contrary to paragraph 3, LSSE shall not be able to charge any additional costs if the change or supplement is the result of circumstances which can be attributed to LSSE.

Article 7. Confidentiality

Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if the other party has indicated so or if this follows from the nature of the information.

Article 8. Intellectual property

1. Without prejudice to the provisions of Article 7 of these terms and conditions, LSSE reserves the rights and powers to which it is entitled on the basis of the Copyright Act. All intellectual property rights arising from the activities of the order to provide services shall remain vested in LSSE.
2. All documents provided by LSSE, such as reports, advice, designs, sketches, drawings, software etc., are intended solely for the use of the client and may not be reproduced, made public or brought to the attention of third parties by the client without the prior written consent of LSSE.
3. To the extent that the client acts in violation of paragraph 2 of this article, he shall indemnify LSSE for any damage suffered by third parties as a result of the use of this information.
4. LSSE also reserves the right to use the knowledge acquired in carrying out the work for other purposes, to the extent that no confidential information is brought to the attention of third parties.

Article 9. Termination and cancellation fee

1. Until the 29th day (inclusive), prior to the execution of the contract, LSSE, the client, the organizer, the company where LSSE is a guest, may cancel the contract in writing without cancellation compensation.
2. In case of cancellation by the client, and/or the organizer, and/or the company where LSSE is a guest, from the 28th day (inclusive) to the 14th day (exclusive) prior to the day on which LSSE would execute the order according to the agreement, the client shall owe LSSE 50% of the sum agreed in the order confirmation.
3. In the event of cancellation by the client, and/or the organizer, and/or the company where LSSE is a guest, from the 14th day (inclusive) before the day on which LSSE would carry out the assignment according to the agreement, the client shall owe LSSE 75% of the sum agreed in the order confirmation.

Article 10. Dissolution of the agreement

1. The claims of LSSE against the principal shall be due and payable forthwith in the following cases: a. if, after the conclusion of the agreement, LSSE becomes aware of circumstances which give LSSE good reason to fear that the principal will not fulfil his obligations; b. if, at the conclusion of the agreement, LSSE asked the principal to provide security for the fulfilment of his obligations and this security is not provided or is insufficient.
2. In the above-mentioned cases, LSSE shall be entitled to suspend further execution of the agreement or to dissolve the agreement, all this without prejudice to LSSE's right to claim damages.

Article 11. Defects; complaint periods

1. Complaints about work carried out must be reported in writing by the client to LSSE within 7 days of completion of the work concerned.
2. If a complaint is well-founded, LSSE shall carry out the work as agreed, unless this has in the meantime become demonstrably pointless for the client. The client must inform LSSE of this in writing.
3. If it is no longer possible or meaningful to still carry out the agreed services, LSSE shall only be liable within the limits of Article 15.

Article 12. Fee

1. Paragraphs 2, 5 and 6 of this article apply to offers and agreements in which a fixed fee is offered or agreed upon. If no fixed fee is agreed upon, paragraphs 3 through 6 of this article shall apply.
2. The parties may agree a fixed fee when the agreement is concluded. The fixed fee is exclusive of VAT.
3. If no fixed fee is agreed upon, the fee will be determined on the basis of hours actually worked. The fee shall be calculated in accordance with LSSE's usual hourly rates, valid for the period in which the work is performed, unless a different hourly rate has been agreed. The hourly rate is exclusive of VAT.
4. **Any cost estimates are exclusive of VAT.**
5. For assignments with a duration of more than 30 days, the costs due will be charged periodically. The periodicity will be determined depending on the nature of the assignment.
6. If LSSE and the client agree on a fixed fee or hourly rate, LSSE shall nevertheless be entitled to increase this fee or hourly rate. LSSE shall be entitled to pass on any price increases if LSSE can demonstrate that significant price changes have occurred between the time of the offer and the time of delivery with respect to, for example, wages.

Article 13. Payment

1. Payment shall be made within 14 days of the invoice date, in a manner indicated by LSSE and in the currency in which the invoice was made.
2. If payment is made after the expiry of 14 days from the invoice date, the client shall be in default; the client shall owe interest of 1% per month on the amount of the invoice from the time of becoming in default, unless the statutory interest rate for commercial transactions is higher, in which case the statutory interest rate shall apply.
3. In the event of liquidation, bankruptcy or suspension of payment of the client, the claims of LSSE and the obligations of the client towards LSSE shall be immediately due and payable.
4. Payments made by the client shall first be applied to settle all interest and costs due, and secondly to settle due and payable invoices which have been outstanding the longest, even if the client states that the payment relates to a later invoice.
5. Each time that an amount due by the client in respect of the contract for services is not paid promptly on the due date, the client shall forfeit to LSSE by operation of law from the due date an immediately payable penalty of 2% per month of the amount due, with a minimum of €200 per calendar month (from date of invoice), whereby each month that has elapsed shall count as a full month.

Article 14. Collection costs

If the client is in default or breach of contract with respect to one or more of its obligations, all reasonable costs incurred in obtaining satisfaction out of court shall be borne by the client.

Article 15. Liability

1. Should LSSE be liable, then this liability shall be limited to what has been arranged in this clause.
2. LSSE shall not be liable for any damage, of whatever nature, resulting from the fact that LSSE has relied on information provided by or on behalf of the client.
3. Should LSSE be liable for any damage, the liability of LSSE shall be limited to a maximum of twice the invoice value of the order, or at least to that part of the order to which the liability relates.
4. The liability of LSSE shall in any case be limited to the amount paid out by its insurer in the case in question.
5. LSSE shall only be liable for demonstrable direct damage.
6. Direct damage shall be understood to mean only the reasonable costs of determining the cause and extent of the damage, to the extent that such determination relates to the damage within the meaning of these general terms and conditions, any reasonable costs incurred to have the defective performance of LSSE fulfil the contract, to the extent that such costs can be attributed to LSSE, and reasonable costs incurred to prevent or limit the damage, to the extent that the client demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions.
7. LSSE shall never be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption.
8. If calculations are included in recommendations, these should be regarded as support for the advice and not as an expectation of return or yield. No rights can be derived from these calculations. The obligations of the contractor are a best efforts obligation. The contractor has no obligation to achieve a result expressed in return or yield.
9. The client, organiser, the company where LSSE is a guest shall at all times indemnify LSSE against all claims from both the client, organiser, the company where LSSE is a guest and third parties in respect of damage, accidents and personal injury, for which LSSE is liable to the client, organiser, the company where LSSE is a guest and third parties on the grounds of the law. The client, organiser and the company where LSSE is a guest shall compensate LSSE for any damage, including all legal costs incurred by LSSE, which may result from any claim made by third parties.

Article 16. Force Majeure

1. In these general terms and conditions, force majeure shall be understood, in addition to the legal definition and interpretation of the term, to include all external causes, foreseen or unforeseen, over which LSSE has no influence, but which prevent LSSE from fulfilling its obligations. This shall include strikes at the LSSE company.
2. LSSE shall also have the right to invoke force majeure if the circumstance preventing (further) fulfilment arises after LSSE should have fulfilled its obligation.
3. During force majeure, the obligations of LSSE shall be suspended. If the period in which LSSE is unable to fulfil its obligations due to force majeure lasts longer than 2 months, both parties shall be entitled to dissolve the agreement without any obligation to pay compensation.
4. If, at the commencement of the force majeure event, LSSE has already partially fulfilled its obligations or can only partially fulfil its obligations, it shall be entitled to separately invoice the part already fulfilled or which can be fulfilled and the client shall be obliged to pay this invoice as if it concerned a separate contract. However, this does not apply if the part already performed or executable part has no independent value.

Article 17. Authenticity

In the event of translation into a language other than Dutch, the General Terms and Conditions of Service of Low Stress Stockmanship Europe in the Dutch language, as well as the copy of the contract in the Dutch language, shall be authentic.

Article 18. Dispute Resolution

In case of disputes, only the courts of the district and/or the court where LSSE has its registered office have jurisdiction. Nevertheless, LSSE has the right to summon the other party to appear before the court which has jurisdiction according to the law.

Article 19. Applicable law

Any agreement between LSSE and the client shall be governed by Belgian law.

Article 20. Modification and location of: General Terms and Conditions of Service of Low Stress Stockmanship Europe

These terms and conditions can be found at:

<https://www.stockmanship.eu/contact/english-general-terms-and-conditions-of-service-of-lsse/> and will be sent free of charge upon request.

The most recent version published on the LSSE website <https://www.stockmanship.eu/> or the version valid at the time the present agreement was concluded shall always apply.

Low Stress Stockmanship Europe

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