

General terms and conditions of sale NBN

Version 2025-05-28

1: Scope

- 1.1. In accordance with the law of April 3, 2003 (amended by the Law of February 28, 2013 establishing the Code of Economic Law, Official Gazette of May 27, 2003), the Standards Office ("NBN") is responsible inter alia for the publication of standards and technical documentation. NBN distributes international, European and/or Belgian standards. To this end, NBN may also, when applicable, act in the name and on behalf of the client.
- 1.2. These General Terms and Conditions apply to any service and delivery of goods, including dematerialized and digital services and content, and their metadata, provided by NBN, as well as to any license agreement or to any other agreement concluded with NBN. These General Terms and Conditions also apply to all occasional or one-off services, sales and assignments.
- 1.3. By doing business with or using NBN's services, placing an order or entering into any agreement with NBN, the client irrevocably acknowledges receipt of a copy of these General Terms and Conditions, agrees that they are binding upon him and accepts their implementation to the exclusion of all other terms and conditions. The client's general or special conditions shall never apply, except with NBN's express and prior written consent.
- 1.4. The client may not invoke any commercial practice or custom in breach of these General Terms and Conditions and may not base any claim on such practice or custom.

2: Conclusion of the agreements

- 2.1. Prices, proposals, quotes, order forms and any other documentation from NBN are, unless otherwise agreed, provided for information purposes only, are always subject to change, do not constitute a commitment on the part of NBN and cannot therefore be considered as "offers".
- 2.2. The client's acceptance of prices, proposals, quotes, order forms and any other documentation referred to in clause 2.1 or the placing of an order by clients constitute an "offer" from clients to NBN, and such offers are binding only upon written acceptance by NBN's management. It is understood that an invoice from NBN and the provision of services or delivery of goods or content always constitutes acceptance of the client's offer.

- 2.3. Client orders are final. Clients are expected to know the qualities and other characteristics of the services, goods or content being ordered. Client alone is solely responsible for the choice of the type of services, goods or content specified in accordance with their own requirements.
- 2.4. NBN undertakes, in accordance with technical limitations and resources available, to provide the services and to deliver the goods under the agreement or license.
- 2.5. The client accepts that, in view of technical limitations inherent in the type of service and except as otherwise specified in the agreement or license, neither permanent access, use or update, nor the quality, the integrity, the availability, or capacity/volume of the service can be constantly guaranteed. The client hereby irrevocably waives all compensation claims in this regard.
- 2.6. NBN may at any time and without prior notification take any measures to ensure continuity of the services, including, but not limited to, modification of access codes, user access and user names, call/login numbers and login procedures, maintenance work, changes to infrastructure, changes to the IT architecture and technical or procedural changes. Any direct or indirect consequences and/or costs arising from such measures or which the latter may cause for the clients or their internal infrastructure shall be the clients' sole responsibility and do not confer any right to compensation.
- 2.7. NBN is entitled to store, use and process any (personal) data provided by clients for purposes related to NBN's service provision in accordance with Belgian data protection laws. The client is entitled to consult, access and amend any personal data in accordance with the European and Belgian data protection laws. This may be done by contacting NBN through established means of communication. The NBN Privacy Policy is accessible on its website.
- 2.8. The client acknowledges that the acquisition and use, in whole or in part, of the services, goods and content of NBN exclusively occurs for professional purposes only.
- 2.9. The services, including access and other codes, are personal and cannot be transferred by the client.
- 2.10. The client alone is solely responsible vis-à-vis NBN for the use of the services, goods and content, even by a third party, with or without the client's permission or knowledge. The client must compensate NBN for any damage caused by or resulting from such use.

3: Prices

- 3.1. All prices and rates are net and are exclusive of any shipping costs or taxes whatsoever, direct or indirect, current or future, including amongst others VAT, withholding tax, duties, costs, fines, reprographic, copyright, publisher or other rights, or any other compensation and/or costs related to services, goods, infrastructure or other, even those belonging to or offered by third parties and of which clients make use, directly or indirectly, necessarily or not, to obtain access to the services or the infrastructure of NBN.
- 3.2. All prices and rates can, on the 1st of January of each year, be automatically adjusted by right and without prior notice in accordance with the index on the basis of 80% of the real costs, according to the law on economic recovery measures. The following formula will apply to the indexation:
- indexed price = initial price x (0.2 + 0.8 (new index/base index)), the initial price being the price applicable at contract commencement, the base index being the wage reference index of AGORIA the 1st January the year the contract is signed and the new index being the wage reference index of AGORIA the 1st of January of each year.
- 3.3. Foreign standards and content's pricing may vary in line with exchange rate fluctuations and will therefore always be shown as being subject to change by NBN.
- 3.4. The price for an identical paper copy version cost of a standard or content is fixed at 150% of the price of the equivalent PDF.

4: Delivery of the standards and content

- 4.1. Within five (5) working days of receipt of an order, and unless otherwise agreed, NBN will send electronic or paper versions of the standards or content included in its catalogue. These delivery times and other potential deadlines will as far as possible be met but are not binding. As regards foreign standards, NBN will advise its clients of the intended delivery term for each order, given that such standards are not available ex-stock.
- 4.2. The client will be informed by NBN if delivery schedules cannot be met or if standards are (temporarily) unavailable. Overstepping delivery schedules will not entitle the client to claim damages or to cancel the agreement.
- 4.3. All transport, including that provided by NBN or its carrier, shall take place for account and at the risk of the client.

- 4.4. Client delivery returns will only be considered if made within seven (7) calendar days of receipt of the order and provided that the original packaging of paper standards is unopened. The client is responsible for returning standards to NBN. The return of electronic versions of standards is acceptable only if the client can demonstrate that a file is unreadable, despite having the appropriate software to read such file type.

5: Payment

- 5.1. Unless otherwise agreed, the invoicing of online services takes place annually, in advance, each time on the 1st of January of each year
- 5.2. Unless otherwise agreed, payment is made by bank transfer to the following NBN account: number 000-3255621-10 (IBAN : BE41 0003 2556 2110, BIC : GEBABEBB) within 30 calendar days following invoice date. Any mention made by the client in this respect on order forms or any other document will not be binding.
- 5.3. If any invoice is outstanding on the due date (deposit to NBN's bank account will constitute evidence), the amount due will be increased automatically and without prior notice by 10% with a minimum of €25, without prejudice to NBN to claim compensation for legal and recovery costs.
- 5.4. If an invoice is not disputed in writing within fourteen (14) calendar days of the invoice date, clients will be deemed to have accepted the invoice as correct and to have accepted their debt.
- 5.5. Clients may not offset amounts payable to NBN with any claims against NBN.

6: Liability

- 6.1. Except in cases of fraud or of gross negligence, NBN is not liable for damages caused by the standards, content or technical documents delivered or by the services provided by NBN.
- 6.2. Except in cases of fraud or of gross negligence, NBN is not liable for disturbance costs, loss of profits and/or indirect damages.
- 6.3. Without prejudice to clauses 6.1. and 6.2., if NBN is required to pay compensation for any reason whatsoever, including in the event of termination or of serious breach, the said compensation will in any case be limited to the amount of proven direct damages and to the exclusion of any other damages. In addition, compensation may not in any circumstances exceed the net price of the services, goods or content provided, whereby

the net price is the price determined in the agreement that was being performed when the damage occurred.

- 6.4. NBN cannot be held liable in the event of damage caused by unforeseen circumstances or a case of force majeure, or in the event of damage caused by temporary or permanent suspension of the service or in the event of third-party action or discontinuation, for example by network operators or data providers used by the clients, via subscription or not, to access NBN's network.
- 6.5. If these General Conditions expressly provide for an obligation of the client, and in line with clauses 6.1 to 6.4 above, NBN's liability or co-liability is excluded.
- 6.6. NBN simply issues a user license and can therefore not accept any responsibility for content, translation, accuracy, updates, applicability and/or scope of the standards, the content, the technical documentation or the services and/or the technical solutions.
- 6.7. NBN accepts no responsibility for any use of the standards, or the relevant standards or content, the technical documents or the services that the client may wish to make. The client will hold NBN harmless upon its first request, against any main or ancillary claim by a third party.
- 6.8. The client must ensure that standards, the content, the technical documentation and the services are suitable for their intended use. The client shall also make sure that they are in possession of the latest version of the chosen standards, the content, the technical documentation and the services and are informed about the most recent changes and/or addenda. They will place their orders taking this into account. Before any use of the standards, the content, technical documentation or services, the client will verify whether the content complies with what an informed specialist can expect from those standards, the content, the technical documentation and the services. The client will conclude an insurance contract to cover any damages that may occur from using the standards, the content, the technical documentation or the services.

7: Intellectual property rights & license agreement

- 7.1. All intellectual property rights relating to issued standards and/or technical documents and/or content and/or metadata remain the exclusive property of NBN or the holder of the corresponding rights. Based on its capability, NBN declares that it possesses all necessary intellectual property rights or licenses to lawfully grant licenses or sub-licenses.
- 7.2. Following receipt of the agreed price by NBN, the client is issued a non-exclusive and non-transferable right of use of the standards, their metadata, content and/or technical documentation concerned. This right of use is limited in time and will cease if the relevant

agreement with NBN ends or is terminated. The right of use also ends when NBN itself loses the rights of exploitation. At the end of the agreement, the client may continue using the standards, their metadata, content and technical documentation issued only with the explicit agreement of NBN and on condition that the agreed price is paid to NBN. NBN alone will establish the price and will communicate this to the client upon request.

7.3. Standards, content, their metadata and/or technical documentation may only be used internally by the client and the standards, their metadata, content and/or technical documentation cannot, under any direct or indirect circumstances, for payment or free of charge, be reproduced or made available to a third party (whether or not belonging to the client's group of companies), unless otherwise agreed in writing.

7.4. Any reproduction, making available, distribution, resale, rental or communication of standards, metadata, content and/or technical documentation on any medium or by any means to a third party (whether or not belonging to the client's group of companies), is forbidden unless expressly authorised in writing by NBN.

7.5. Use of Artificial Intelligence (AI)

The client agrees not to use, directly or indirectly, the content of the standards for automated processing by artificial intelligence (AI) systems, unless expressly authorized in writing by NBN.

This prohibition includes, but is not limited to:

- the ingestion, indexing, or analysis of the standards content by any AI system, regardless of the environment (cloud, local, hybrid);
- the (even partial) integration of standards content into chatbots, AI assistants, AI engines, language models, or any other automated decision-making or analysis system;
- the training, fine-tuning, or reinforcement of AI models based on the standards, in whole or in part;
- the use of standards in the context of text and data mining (TDM), including in secure or local internal environments.

Any exception to this prohibition shall require a specific license, granted in advance by NBN, defining the conditions for access, use, security, and copyright protection.

7.6. The client agrees not to modify, remove or distort symbols, watermarks, marks, numbers or other means of identifying standards, content, technical documentation or services. The client may not use imitations of standards, metadata, content, technical documents and/or services which improperly bear the NBN mark or which are wrongfully presented as being NBN standards.

7.7. Clients must immediately notify NBN of any breach of its rights of which they are made aware.

7.8. Clients will not appropriate or use NBN trademarks or the NBN name in any form or for any purpose, unless it is necessary for the performance of this agreement.

7.9. Further to provisions mentioned above, the following arrangements apply as part of a license agreement:

- Clients may not distribute standards, metadata, content and/or technical documentation to any third party (whether or not belonging to the client's group of companies) and/or reproduce them. Users are nevertheless entitled to make working copies of standards, but agree not to make them available, either temporarily or permanently, to third parties (whether or not belonging to the client's group of companies).
- On the final day of the license term, it is the sole responsibility of clients to destroy, at their own initiative and cost, the standards and technical documentation and copies thereof. This includes working copies except for those provided for in clause 7.2.

7.10. Specialists who develop the standards are subject to strict confidentiality obligations. All information and documentation, in whatever form, provided or exchanged in relation to work of standardization committees are confidential. Experts may not under any circumstances disclose, transmit or disseminate this information and documentation beyond their committee work sessions. Specialists must respect strict confidentiality with regard to the information to which they have access. Specialists participate in the development of standards through the standardization committees only on condition that they waive all intellectual rights to the standards and technical documents to which they have contributed. They automatically transfer and assign, by the mere fact of their registration and participation in the committees, free of charge and without consideration, to NBN all intellectual rights - except their moral rights - that may accrue to them on the standards and technical documents to the development of which they have contributed.

7.11. Participants in information sessions, training sessions, face-to-face sessions or as part of the e-learning platform, or in any webinar, agree to respect NBN copyright on all educational and instruction material, be it oral and/or visual presentations.

8: Transfer

- 8.1. Without prior written consent of NBN, this agreement and/or license, including entitlements and duties mentioned therein, are neither wholly nor partially transferable by clients. They may not be considered as collateral and do not form part of the clients' business assets.
- 8.2. NBN may always transfer or pledge the agreement and/or license to a third party, including the rights and/or responsibilities mentioned therein, and/or claims, compensation arising therefrom, including all secondary liabilities, wholly or in part, as well as ownership of goods involved. Clients acknowledge and accept that, where applicable, a third party may exercise vis-à-vis clients transferred rights, obligations and/or claims of NBN, and undertake to sign upon first request any document required for the legal or administrative transfer thereof.

9: Infringements

- 9.1. In the event of an infringement of one of the provisions provided for in 7 and/or 8, clients are liable for compensation to NBN of € 25,000 per infringement, subject to NBN's right to claim a higher amount of compensation for repair of the actual damage. The parties agree that the price is a realistic estimate of the damage caused by the infringements in question.
- 9.2. Clients must always hold NBN harmless in case of any third-party claims and must compensate NBN for direct or indirect damage and interests sustained as a result of the client's non-compliance with provisions of these General Terms and Conditions.

10: Suspension in case of breach

- 10.1. If the client is in breach and/or non-fulfillment of one or more of the obligations arising from these General Terms and Conditions and/or from the Special Conditions and/or from the details of the service offer sent, including concluded agreements and conventions, NBN may, wholly or partially, without prior or formal notice, suspend access, subscriptions and services available to the client, without prejudice to the payment of the price, compensation, interest and costs or damages owed to NBN by the client.

11: Termination

- 11.1. If the client is in breach and/or non-fulfillment of one or more obligations arising from these General Conditions and/or from the Special Conditions and/or from the details of the service offer sent, including concluded agreements and conventions, NBN is entitled to terminate the agreement in its own right in case a formal notice remains unanswered for 15 calendar days from the date of notification, without further notice or compensation, without prejudice to the price, compensation, interest and costs or damages owed to NBN by the client.

12: Independence of clauses

- 12.1. If one of the clauses of these General Terms and Conditions is or becomes invalid, that clause will be struck from the agreement and all other clauses will remain in force.

13: Disputes - applicable law

- 13.1. Belgian law is applicable.
- 13.2. Each dispute relating to the validity, interpretation or execution of these General Terms and Conditions will be settled exclusively by the courts of Brussels, or where applicable by the Justice of the Peace of the 2nd County of Brussels.