

GENERAL TERMS AND CONDITIONS B2B

1. DEFINITIONS

- 1.1. **Client:** natural or legal person that is not a consumer and who will use the Product for professional purposes.
- 1.2. **Agreement:** an agreement that involves the use of an organized system for the remote sale of the Product(s).
- 1.3. **Product(s):** one or more products or services that can be purchased via the Website of Kalepa, including but not limited to:
 - digital files (i.e. e-papers, PowerPoint presentations, etc.);
 - physical supporting documents;
 - online live training courses;
 - online recorded training courses;
 - physical training courses;
 - inspiration sessions;
 - consultancy services.
- 1.4. **Kalepa or We:** 2excelerate BV, company number 0747.922.260 with registered office at Ninovesteenweg 198/28 mailbox 28, 9320 Aalst, Belgium.
- 1.5. **Website:** <https://www.thekalepagroup.com/> and <https://kalepa.shop.be>

2. WHO IS KALEPA

Kalepa is the registered trademark and trade name of 2excelerate BV:

Registered office: 2excelerate BV, company number 0747.922.260 with registered office at Ninovesteenweg 198/28 mailbox 28, 9320 Aalst, Belgium

Phone number: 0480/66.64.46 (available between 9:00am-17:00pm (CET) from Monday to Friday)

E-mail: welcome@thekalepagroup.com

3. MATERIAL SCOPE

- 3.1. These general terms and conditions shall apply on (1) any offer that is made by Kalepa on the Website and Webshop and (2) any Agreement that is concluded with the Client. These general terms and conditions will be brought to the attention of the Client before being able to conclude the Agreement.
- 3.2. Kalepa will deliver the Product in and outside Belgium.
- 3.3. These general terms and conditions can be digitally accessed via the Website and Webshop and can be simply stored on a durable data carrier.
- 3.4. These general terms and conditions will always prevail over the general terms and conditions of the other party.
- 3.5. The Website and Webshop will be available in English.

4. OFFER

- 4.1. The terms and conditions that are connected with the acceptance of an offer are further specified on the Website and Webshop.
- 4.2. The offer gives a clear description of the main characteristics of the Product.
- 4.3. The Client confirms that it has been informed in detail about the below elements before accepting the offer:
 - The total price of the Product (including VAT and additional taxes);
 - The costs related to the delivery of the Product (if any) and any other costs;
 - The steps that have to be undertaken in order to complete the Agreement;
 - The method of payment;
 - The method and term of delivery;
 - The term to accept the offer and the period in which the price is valid;
 - The costs associated with the use of a means of communication at a distance (if any) when being calculated on another basis than the basic rate;
 - The manner in which the archived agreement can be accessed by the Client;
 - The manner in which the Client can detect and modify the entry errors before concluding the Agreement;

- The codes of conduct (if any) that are respected by Kalepa and where these can be found;
- The minimal term of the Agreement in the event of a periodical delivery of the Product.

The Client confirms that the Agreement will be concluded in English.

4.4. The Client confirms that some of the Products contain digital files that can only be accessed via its digital account. The digital files (if any) can only be downloaded by the Client its digital account, after having received payment, taking into account the indicated timeframe, on the Website, Webshop and/or the digital account, for downloading and accessing the Product. Depending on the type of Product the timeframe for downloading and accessing the digital files will be limited or unlimited in time.

5. DIGITAL ACCOUNT

- 5.1. Some of the Products are only available via a digital account. The digital account can only be used by the Client (i.e. limited to 1 user) and cannot be used by any other user.
- 5.2. Kalepa uses its best efforts to ensure correct operation and access to the digital account. The Client understands and accepts that the digital account may be temporarily inaccessible for technical reasons, particularly in the event of an update or maintenance.
- 5.3. The Client is responsible for all activity that its user carries out on the digital account.
- 5.4. The Client will be responsible for the proper use of the digital account and Kalepa reserves the right to refuse access or close the digital account if the Client breaches any of these provisions.

6. AGREEMENT

- 6.1. The Agreement will be concluded after the Client has accepted the offer.
- 6.2. The Client can place its offer via the Website and Webshop, following the below steps:
 - The Product will be added to the basket of the Client;
 - The Client will provide its contact and invoice details;
 - The Client will select its method of payment and delivery.

The Client will receive at the end of the online purchase process an overview of its order that Client needs to confirm by clicking on the payment button.

- 6.3. From the moment the Client has completed the aforementioned steps the order is placed and Kalepa will send a confirmation e-mail stating that Kalepa has taken note of the order after which the Agreement cannot be canceled to the extent permitted by applicable law.
- 6.4. The Client reserves the right to rescind the Agreement and to terminate its own obligations following from the non-execution of the Agreement by Kalepa.
- 6.5. Kalepa shall at all times respect the obligations under article 1184 Belgian Civil Code.

7. PRICE AND PAYMENT

- 7.1. The Product will be charged at the price indicated at the moment of the ordering process on the Website and Webshop.
- 7.2. Kalepa will retain the right to modify the price of the Product before an order is placed or an ordering process on the Website and Webshop has started.
- 7.3. The price of the Product on the Website and Webshop will always be mentioned in EURO and will refer to all administrative costs and taxes amongst others VAT.
- 7.4. The delivery and transportation costs of the Product are indicated separately in the ordering process on the Website and Webshop. The invoice of the Product will always detail the delivery costs and VAT.
- 7.5. The payment of the Product will be done via the Website and Webshop in accordance with the selected payment method.
- 7.6. The Client accepts that the delivery of the Product can be delayed when the payment is not executed and/or confirmed.
- 7.7. Kalepa reserves the right to cancel the order in case of fraud or dispute.

8. DELIVERY

- 8.1. The Product will be delivered in or outside Belgium in accordance with the conditions as described in the ordering process.
- 8.2. The Client will be liable for a wrong delivery in case the by Client provided delivery details were incorrect.
- 8.3. The Client confirms to have taken note of the different delivery methods on the Website and Webshop.
- 8.4. The Client confirms to have taken note of the costs and term of delivery associated with the chosen method of delivery.
- 8.5. Kalepa will always perform the necessary efforts to deliver the Product in a timely manner.

- 8.6. The Client confirms that as soon as the Product is delivered the associated risks of theft, loss and damage shall be borne by the Client.
- 8.7. The Product will be delivered at the physical or digital address provided by the Client. In case the Product is delivered at the physical address, the Client confirms that Kalepa is not liable for any potential damage following from the acceptance of the Product by any other person than the Client.
- 8.8. If the Product has to be redelivered because the Client was not present at the first moment of delivery, the Client will contact Kalepa to discuss a new time of delivery. The costs for this second delivery will be born solely by the Client. The Client confirms that Kalepa will not be held liable for any indirect damages following from the late or non-delivery of the Product.
- 8.9. If the Product is out of stock the Client will be informed in advance. The Client warrants that it will report visible defects to Kalepa via the e-mail address welcome@thekalepagroup.com within 5 days after delivery. If this period of 5 days is not respected, the Client will lose his/her right to submit a complaint for visible defects. Complaints for visible defects will only be processed if the Product has not yet been used and the seal (if applicable) has not been broken.

9. WARRANTY

- 9.1. Kalepa will ensure that the Product will meet the specifications as mentioned on the Website and Webshop so it can be used by the Client.
- 9.2. Kalepa commits itself to replace the delivered Product, if it does not meet the specifications of the order. In case the replacement of the Product would be impossible or disproportionate, Kalepa commits itself to undertake the necessary steps to refund the payment to the Client.
- 9.3. Kalepa shall be liable for any lack of conformity that exists at the time of delivery of the Product, if applicable, and that reveals itself within a period of two years from the date of delivery. This legal period of warranty of 2-year only applies to any lack of conformity concerning a physical Product regarding (1) the characteristics; (2) quality; (3) purposes of that Product.
- 9.4. The Client will notify Kalepa within a period of 2 months after becoming aware of the non-conformity, via the e-mail address welcome@thekalepagroup.com. When this 2 month period is not respected the Client loses his right on replacement.
- 9.5. The Client may claim any legal warranty, if applicable, as provided for in articles 1641-1649octies Belgian Civil Code.

10. LIABILITY

- 10.1. Kalepa is not liable for any damage arising out of the wrong use of the Product by the Client.
- 10.2. Kalepa can be held liable for damages that result from the intentional misconduct, fraud or gross negligence committed by Kalepa.
- 10.3. Kalepa shall not be held liable in the event of incompatibility between the Client's IT installation (hardware and software) and the digital files related to the Product that are downloaded by the Client.
- 10.4. Kalepa's liability is limited to direct damages of the Client. Kalepa can never be held liable for any indirect damage suffered by the Client, insofar allowed under applicable law.
- 10.5. To the extent permitted by applicable law, Kalepa's total liability shall in any event be limited to the amount (i.e. purchase price) of the purchased Product that is paid by the Client, unless otherwise stated in these general terms and conditions.
- 10.6. In case of a force majeure event, Kalepa may be released from any obligation without being held liable for any kind of compensation.

11. FORCE MAJEURE

- 11.1. In the event of force majeure, both the Client and Kalepa are released from their obligations following from the Agreement. In such a case, both the Client and Kalepa shall have the option to suspend their obligations during the force majeure event, or to terminate the Agreement.
- 11.2. The following situations, including but not limited to, shall be considered a force majeure event: a natural disaster, war, riot, economic sanctions, fire, flood, climatic conditions, explosion, epidemic, pandemic, terrorism, labor dispute, strike, any form of collective action or conflict, as well as any circumstance that would prevent the normal production, shipment or transportation of products, and other similar situations that may affect the Client, Kalepa, its subcontractors, its suppliers or its carriers.

12. INTELLECTUAL PROPERTY

- 12.1. The content and structure of the Website including trademarks, logos, designs, models, data, tradename, images, presentations, (online) training courses, e-papers, digital files, (online) coaching sessions, (digital) works, and any other of the Products that can be purchased on the Website and Webshop are protected by intellectual property rights and belong to Kalepa or the respective third party owner. The Website and Webshop are the property of Kalepa.

- 12.2. The Product(s) is/(are) protected by an intellectual property right that is the property of Kalepa or the respective third party owner.
- 12.3. The Client warrants not to infringe the (intellectual) property rights of Kalepa or the respective third party owner.
- 12.4. The Client is not permitted in any manner to reproduce, modify, alter, transfer, publish, adapt the content of the Website, Webshop and/or Product in whole or in part. Only the partial, selective extraction of data out of the Product in order to print it on paper is authorized, however at all times within the limits of normal use by the Client.
- 12.5. The Client acknowledges that Kalepa or the respective third party retain the exclusive ownership over all (intellectual) property rights related to the Product. The Client acknowledges that it will only obtain a limited license to make use of the Product.
- 12.6. The digital files of the Product that are purchased on the Website and Webshop are protected by technical protection measures. The purpose of these technical measures is to offer the Client maximum flexibility in using the downloaded recordings, whilst protecting the copyright (including any other intellectual property right) of the Product. The Client undertakes not to bypass or infringe these protection measures. Any attempt to bypass these protection measures will be subject to penalties.
- 12.7. Any breach by the Client of the obligations stated in this provision shall, automatically and without prior formal notice, give rise to a fixed sum of compensation equivalent to 10 times the amount of the invoice for the Product in question, without prejudice to claim a higher amount of compensation and without prejudice to the right of any third party to initiate proceedings independently from Kalepa.
- 12.8. The Client expressly acknowledges that these fixed sums of compensation only partially cover the losses Kalepa might incur due to the Client's breach of the obligations stated in this provision. Therefore, Kalepa reserves the right to initiate proceedings against the Client or any party committing an infringement on the (intellectual) property rights.
- 12.9. Any breach by the Client will end the user license automatically without any formal notice. Any sums paid by the Client will not be reimbursed.
- 12.10. The name of Kalepa is a registered trademark, any use of this sign is prohibited without the prior written consent of Kalepa.

13. PROCESSING OF PERSONAL DATA

- 13.1. The personal data of the Client will be processed by Kalepa in her capacity as data controller.
- 13.2. Kalepa will process your personal data in accordance with the privacy policy (<https://www.thekalepagroup.com/privacy/>) and in accordance with the applicable privacy

legislation including but not limited to the General Data Protection Regulation (2016/679) and the law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

14. COMPLAINTS

- 14.1. Any complaints that the Client may have about the Product will as soon as possible be brought to the attention of Kalepa and answered no later than 7 days after receipt.
- 14.2. Complaints regarding the execution of the Agreement need to be submitted by the Client to Kalepa within a reasonable timeframe unless a specific timeframe has been provided. The Client will provide a complete and clear description of the discovered defects.

15. APPLICABLE LAW AND COMPETENT COURT

- 15.1. The Agreement will be governed by Belgian law.
- 15.2. All disputes regarding the execution of the Agreement shall be subject to the exclusive jurisdiction of the commercial courts of Gent section Dendermonde. In addition, Kalepa is also authorized to bring a dispute before any other court that is competent under the Belgian law.

16. MISCELLANEOUS

- 16.1. Any changes to these general terms and conditions will always be announced in an appropriate manner.
- 16.2. Kalepa can transfer its rights and obligations under these general terms and conditions in whole or in part to any third party.
- 16.3. All notices or communications provided for or related to these general terms and conditions or the Agreement must be in writing. Notices or communications by post or e-mail are permitted. Such notices or communications shall be sent to the e-mail address welcome@thekalepagroup.com or address as set forth above.
- 16.4. No party shall be deemed to have waived any right or claim it may have under or as a result of these general terms and conditions or the Agreement unless such waiver is expressly made and communicated in writing.
- 16.5. In the event that any of the provisions of to these general terms and conditions or the Agreement is considered null and void, illegal, unenforceable or inapplicable in any way, in whole or in part, the other provisions will continue to apply. In such a case, the parties shall negotiate in good faith and shall, to the extent possible, endeavor to

substitute a valid, mutually satisfactory stipulation that corresponds to the purpose of to these general terms and conditions or the Agreement.

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