

General Terms and Conditions Wassalon-kassa

Wassalon-kassa is a product and trade name of FLOW+ BV, with registered office at Diepestraat 8, 9340 Lede, Belgium, registered with the Crossroads Bank for Enterprises (CBE) under number 1036.165.975, VAT BE 1036.165.975, tel. +32 9 335 68 05, e-mail info@wassalonkassa.be, website www.wassalonkassa.be (hereinafter "FLOW+").

Article 1 — Definitions

1.1 In these terms and conditions, the following definitions apply: "FLOW+": FLOW+ BV, trading under the trade name Wassalon-kassa; "Customer": any enterprise within the meaning of Article I.1 of the Code of Economic Law (CEL) that contracts with FLOW+; the offer is addressed exclusively to enterprises and not to consumers; "System": the whole of the Hardware made available by FLOW+ (including the touch-display till unit and the card terminal), the Software, the cloud environment, the dashboard and the associated services; "Hardware": all physical equipment that FLOW+ makes available in the context of the Agreement; "Software": the software developed by or on behalf of FLOW+, including the till software, the kiosk application, the dashboard, the customer app and the cloud components; "subscription" or "plan": the chosen service plan (including Starter, Standard or Pro) as described on the order form or, in the absence thereof, on the website on the date of the order; "Agreement": the agreement between FLOW+ and the Customer concerning the System, concluded by means of a quotation, order form or digital order, including these terms and conditions.

Article 2 — Application of the terms and conditions and order of precedence

2.1 These general terms and conditions apply to all offers, quotations and agreements concerning the provision, sale, installation and support of the System and the associated services by or on behalf of FLOW+ under the trade name Wassalon-kassa. They are attached as an annex to every quotation, order form or order confirmation or communicated via a durable link bearing a version number (www.wassalonkassa.be/voorwaarden), so that the Customer can actually acquaint itself with them before the Agreement is concluded. By placing the order or by accepting the quotation or order confirmation, the Customer also accepts these terms and conditions.

2.2 FLOW+ expressly rejects the applicability of the Customer's general (purchasing) terms and conditions. Deviating or additional clauses bind FLOW+ only if they have been expressly accepted by FLOW+ in writing.

2.3 In the event of a conflict between the contract documents, the following order of precedence applies: (1) the individual agreement and the special conditions, (2) the quotation, order form or order confirmation, (3) these general terms and conditions. In the event of discrepancies between language versions, the Dutch text prevails.

2.4 Where third-party services or software form part of or connect to the System — including the payment service provider referred to in Article 9 — the terms and conditions of the third party concerned apply thereto, which the Customer accepts directly towards that third party.

Article 3 — Offer, order and conclusion of the Agreement

3.1 Quotations are valid for thirty calendar days, unless stated otherwise. All prices are exclusive of VAT.

3.2 The information on the website — including descriptions of functionalities, prices, screenshots and compatibility indications — is indicative and does not constitute a binding offer. Functionalities announced as future or "coming soon" do not bind FLOW+ and do not form part of the Agreement for as long as they have not actually been made available.

3.3 The Agreement is concluded at the moment FLOW+ confirms the Customer's order in writing or electronically.

Article 4 — Subject of the service and subscription plans

4.1 For the term of the Agreement, FLOW+ makes the System available to the Customer in accordance with the chosen plan. Unless stated otherwise on the order form, the monthly fee includes: the provision of the Hardware, the right to use the Software and the cloud environment, updates, support in accordance with Article 15 and the maintenance and replacement of the Hardware in accordance with Article 16.

4.2 The content of each plan — including the number of supported machines, the available functionalities and the support channels — is that stated on the order form or, in the absence thereof, on the website on the date of the order.

4.3 The Customer may upgrade its plan at any time with effect from the next calendar month. A downgrade is possible with effect from the next calendar month insofar as the actual use fits within the lower plan.

4.4 FLOW+ may continuously improve the System, add functionalities or replace them with functionally equivalent alternatives, without appreciably reducing the core functionality. Article 26 applies to material changes.

Article 5 — Nature of the obligations

5.1 All obligations of FLOW+ are obligations of means (best-efforts obligations), unless an obligation is expressly designated in writing in the special conditions as an obligation of result.

5.2 Performance data in quotations, on the website and in documentation — including availability percentages, response times, transaction speeds and savings indications — are indicative and do not constitute a guarantee.

5.3 FLOW+ does not accept any fine, penalty, service-credit or lump-sum compensation clauses to its detriment. Such clauses in documents of the Customer do not bind FLOW+, save where expressly accepted by FLOW+ in writing.

Article 6 — Hardware: ownership, provision and risk

6.1 The Hardware remains at all times the exclusive property of FLOW+, unless a sale has been expressly agreed in writing. The provision applies exclusively for the term of the Agreement and for the site(s) stated on the order form.

6.2 The Customer shall use the Hardware as a prudent business operator, exclusively for the operation of its own laundromat and in accordance with the manuals and instructions of FLOW+. The Customer shall not relocate the Hardware to another site, open, modify, pledge or dispose of it, grant any sub-emphyteutic right (ondererfpacht) or right of use over it, or incorporate it into immovable property without the prior written consent of FLOW+, and shall at all times keep it identifiable as the property of FLOW+.

6.3 The risk of loss of or damage to the Hardware passes to the Customer upon delivery. The Customer shall keep the Hardware insured against the usual risks, including fire, water damage, theft and vandalism, for the entire term of the Agreement.

6.4 In the event of attachment, insolvency or any third-party claim to the Hardware, the Customer shall immediately notify the third party concerned of FLOW+'s right of ownership and shall inform FLOW+ without delay and in writing.

Article 7 — Delivery and installation

7.1 Delivery and installation periods are indicative, unless they are expressly designated as binding in the special conditions. They only start to run once FLOW+ has confirmed the order and has received all data and access to be provided by the Customer, and are automatically (by operation of law) extended by the duration of any delay attributable to the Customer, to suppliers or to force majeure. Exceeding an indicative period does not give rise to any right to compensation, price reduction or rescission.

7.2 If the Customer opts for professional installation, the placement, configuration and on-site testing are carried out by or on behalf of FLOW+ against the one-off fee stated on the order form or, in the absence thereof, on the website on the date of the order. The Customer shall ensure that the site meets the requirements of Article 8 in good time; waiting hours, additional travel and re-tests resulting therefrom shall be charged at the service rates of FLOW+. The service rates and the way they are calculated are set out in the Agreement or, in the absence thereof, in the rate list published by FLOW+ at www.wassalonkassa.be/prijzen. Any change to those rates follows Article 10.2 and Article 26.

7.3 If the Customer opts for self-installation, the Customer shall install the System in accordance with the manuals and instructions of FLOW+, at its own risk as regards the performance of the installation works. Remote support during the initial start-up is included. Connections to the electrical installation shall always be made by a person qualified for that purpose and in accordance with the Belgian General Regulations on Electrical Installations (AREI).

7.4 The connection of the System to washing machines, tumble dryers and other equipment of the Customer is made via an IO interface. Compatibility indications, including with common professional brands, are indicative. The Customer is responsible for the conformity, the good condition and the correct maintenance of its own machines and installations; modifications thereto are made at the Customer's risk.

Article 8 — Obligations of the Customer

8.1 The Customer shall provide, in good time and at its own expense: a compliant electrical connection and power supply; a reliable internet connection; a suitable, dry and safe installation location; unhindered access to the location, the machines and the installations for installation, maintenance and support; and correct, complete and up-to-date data, including the machine inventory, the prices and the opening hours.

8.2 The Customer shall provide an earthed socket outlet in an inspected electrical installation (AREI), on a circuit protected by a circuit breaker and a residual current device; the till unit contains no fuse on the mains side. The socket outlet is located close to the till unit and remains freely accessible, as the plug is the means of disconnecting the till unit from the mains. The inspection of that installation and keeping it in good order are the responsibility of the Customer. For a non-domestic installation, such as that of a laundromat, the AREI requires an inspection visit by an approved inspection body at least every five years.

8.3 The Customer, as operator, is responsible for the operation of its laundromat, including the required permits, the safety of the premises and of the persons present, the conformity of its existing installations and the information and instructions provided to its end customers.

8.4 FLOW+ installs updates, patches and security fixes remotely. The Customer shall not prevent this, including by removing or disabling the internet connection referred to in Article 8.1. If the Customer prevents the installation of an update, FLOW+ is not liable for any loss or damage that this update would have avoided.

8.5 The Customer shall not use the System for unlawful purposes, shall not give third parties access to the management environment other than its own employees and agents, and shall keep its access credentials confidential.

8.6 Delays or additional costs resulting from non-compliance with this Article shall be borne by the Customer and automatically (by operation of law) extend the performance periods.

Article 9 — Payment processing by third parties

9.1 Electronic payments by end customers (including Bancontact, contactless cards and QR payments) are processed by an external payment service provider, which at the date of these terms and conditions is SumUp. For that purpose the Customer shall enter into an agreement directly with the payment service provider and open its own account. The terms and conditions and tariffs of the payment service provider, including transaction commissions, are exclusively for the account of the Customer.

9.2 The funds from electronic payments flow directly from the payment service provider to the Customer. FLOW+ is not a party to the payment flows, does not receive or hold any funds of end customers and does not act as a payment service provider within the meaning of the applicable regulations.

9.3 FLOW+ is not liable for the unavailability, malfunctions, refusals, blockings or tariff changes of or at the payment service provider, without prejudice to its efforts to reasonably support the Customer in the configuration and use thereof.

9.4 FLOW+ may change the supported payment service provider(s) subject to reasonable prior notice. The Customer shall give its reasonable cooperation to a migration.

Article 10 — Prices and indexation

10.1 All prices are exclusive of VAT. The monthly fee applies per site, unless otherwise stated on the order form.

10.2 FLOW+ may adjust the fees annually, on the anniversary of the Agreement, in line with the evolution of its costs according to the formula $P = P_0 \times (0.2 + 0.8 \times S/S_0)$, where P_0 is the existing fee, S_0 the Agoria reference labour cost (national average) at the time of the last price setting and S the same reference labour cost at the time of the adjustment, in accordance with the Belgian Act of 30 March 1976. The adjusted fee shall be communicated in writing before it is applied.

10.3 Price changes other than the indexation under Article 10.2 constitute material changes and follow the procedure of Article 26.

Article 11 — Invoicing and payment

11.1 The fee is invoiced in advance in accordance with the method of payment chosen by the Customer under Article 11.5. One-off fees, including the installation fee, are invoiced upon the order or the performance. Electronic invoicing (including via Peppol) constitutes legally valid invoicing. Invoices are payable within fifteen calendar days of the invoice date, unless stated otherwise, where applicable by direct debit.

11.2 Any party that fails to pay a sum of money on the due date shall, from the due date, automatically (by operation of law) and without prior notice of default, owe interest at the rate determined in the Belgian Act of 2 August 2002 on combating late payment in commercial transactions, as well as lump-sum compensation of 10% of the unpaid amount, with a minimum of EUR 250 and a maximum of EUR 7,500, without prejudice to the statutory fixed sum of EUR 40 for recovery costs and the reimbursement of proven litigation costs. In the event of non-payment of an invoice on the due date, all outstanding invoices of FLOW+ not yet due shall become payable automatically (by operation of law).

11.3 FLOW+ may suspend its performance — including support, maintenance and cloud performance — where a written formal notice of default has remained unheeded for eight calendar days. Security updates during the support period referred to in Article 15.5 are not suspended. The local core functionality of the System (checkout and starting of machines) shall only be suspended where the payment arrears persist thirty calendar days after the formal notice of default. FLOW+ may rescind the Agreement in accordance with Article 13 in the event of a sufficiently serious breach of contract.

11.4 If confidence in the Customer's creditworthiness is shaken — including in the event of non-payment, protest or judicial reorganisation — FLOW+ may require advance payment or appropriate security before performing further.

11.5 The Customer states on the order form whether it pays monthly or annually. In the case of monthly payment, the fee is invoiced monthly in advance. In the case of annual payment, it is invoiced in advance for twelve months at a time, with a 5% discount on the monthly fee for that period. The discount does not apply to one-off fees, including the installation fee, nor to the service rates of Article 7.2.

11.6 The Customer may change its method of payment on the anniversary of the Agreement, provided it gives written notice at least one month in advance. A change to annual payment takes effect as from the next invoicing period; the discount is not applied retroactively.

11.7 The trial month of Article 12.1 precedes every invoicing period. In the case of annual payment, the first annual invoice is therefore drawn up for the twelve paying months following the trial month.

Article 12 — Term, minimum term and termination by notice

12.1 The first month following the installation of the System is a trial month. The Customer owes no monthly fee for that month. One-off fees, including the installation fee, remain payable.

12.2 Following the trial month, the Agreement is entered into for a minimum term of eighteen (18) paying months, commencing on the first day of the first paying month, unless the order form or the special conditions provide for a different term.

12.3 The Customer may terminate the Agreement during or at the end of the trial month without any early termination fee. It shall notify FLOW+ thereof before the end of the trial month in accordance with the formalities of Article 12.4. In that case the Hardware is returned in accordance with Article 14, and one-off fees already invoiced remain payable.

12.4 Notice of termination is given by registered post or by email with acknowledgement of receipt. Upon expiry of the minimum term, the Agreement continues for an indefinite term and either party may terminate it by giving one month's notice commencing on the first day of the calendar month following the notification. No termination fee is due in that case.

12.5 Where the Customer pays annually in accordance with Article 11.5, the termination takes effect at the end of the period for which it has paid, and not earlier. Until that moment the Customer retains full access to the System and to all services included in its plan. Where the end of that period falls later than the notice period of Article 12.4, the end of the paid period prevails.

12.6 The Customer may also terminate the Agreement at a time when the minimum term has not yet expired, subject to the same termination formalities and payment of a degressive early termination fee. That fee amounts to EUR 1,200 at the start of the first paying month and decreases by EUR 66.67 for each full paying month elapsed since then, so that it is nil once the minimum term of eighteen paying months has been reached. It is calculated on the date on which the termination takes effect in accordance with Article 12.4 or 12.5, and not on the date of the notification. During the trial month it is nil, in accordance with Article 12.3.

12.7 The early termination fee of Article 12.6 replaces the monthly fees that, but for the early termination, would still have been due until the end of the minimum term; the two are not charged cumulatively. It may in no event exceed the total of those remaining monthly fees, excluding VAT.

12.8 No early termination fee is due where the Customer rescinds the Agreement on account of a serious breach by FLOW+ in accordance with Article 13.1, nor where it terminates following a material change to its detriment in accordance with Article 26.2.

12.9 One-off fees, including the installation fee, are not refunded upon termination. Fees paid in advance are likewise not refunded; in return the Customer receives the service until the end of the paid period in accordance with Article 12.5.

Article 13 — Rescission and suspension

13.1 Either party may rescind the Agreement in the event of a serious breach by the other party that has not been remedied within fifteen calendar days after a written formal notice of default. In that case no termination fee is owed by the rescinding party, without prejudice to compensation for proven loss in accordance with Article 20.

13.2 FLOW+ may suspend or terminate the Agreement in the event of insolvency, manifest inability to pay or liquidation of the Customer, to the extent permitted by law.

13.3 In the event of non-performance by the Customer of any obligation, FLOW+ may suspend its performance in accordance with Article 11.3.

Article 14 — Consequences of termination

14.1 Upon the end of the Agreement, for whatever reason, the right of use of the System and the licence under Article 22 end, and the Customer shall cease all use.

14.2 The Customer shall have the Hardware de-installed and collected by FLOW+ at the removal (de-installation) fee stated in the Agreement or, in the absence thereof, in the rate list referred to in Article 7.2, or shall de-install it itself in accordance with the instructions of FLOW+ and return it in good condition, normal wear and tear excepted, within thirty calendar days after the end date. Hardware that is not returned, or that is damaged or incomplete, shall be charged at replacement value.

14.3 For ninety calendar days after the end date, the Customer may obtain a complete export of its business data (including in Excel format). After that period, FLOW+ may delete the data, subject to statutory retention obligations.

14.4 Termination does not release the Customer from payment of all fees due and amounts payable up to the end date.

Article 15 — Availability, support and security updates

15.1 FLOW+ aims for a monthly availability of 99.5% of the cloud components of the System. This is a target value and not an obligation of result. Planned maintenance is, where possible, carried out outside peak hours and announced in advance. Unavailability due to force majeure, to failures in the Customer's internet or power supply, to third parties (including the payment service provider) or to planned maintenance does not count towards the target value.

15.2 The local core functionality of the System continues to operate without an internet connection; electronic payments do, however, require an active connection. Once the connection is restored, the data are synchronised.

15.3 Support is provided in Dutch, French and English, via the channels and within the response times specified for the chosen plan on the order form or the website, on working days from 9 a.m. to 6 p.m., unless expressly stated otherwise for the plan concerned.

15.4 Response times are target values. Exceeding them does not give rise to any right to compensation, price reduction or service credits, without prejudice to Article 20.

15.5 FLOW+ provides security updates for each till unit for five years from its delivery (the support period). The end date of the support period, stating the month and year, is shown on the quotation, the Agreement and the invoice.

15.6 Security updates are free of charge. FLOW+ installs them remotely via the internet connection referred to in Article 8.1; the Customer does not need to do anything for this.

15.7 The end date is the date until which FLOW+ undertakes to provide security updates; support does not necessarily stop on that date. After the end date, the till unit remains in use for as long as the Agreement is in force. FLOW+ may then continue to provide security

updates free of charge in accordance with Article 15.6, but is no longer obliged to do so. The Customer cannot demand replacement of the till unit on the ground that the end date has passed; in the event of a defect, Article 16 continues to apply.

Article 16 — Maintenance and replacement of the Hardware

16.1 The Hardware remains the property of FLOW+ in accordance with Article 6.1. The Customer does not purchase the Hardware; it forms part of the service provided by FLOW+. FLOW+ undertakes to keep the Hardware, for the term of the Agreement, in a condition that allows the agreed use. For as long as the Agreement is in force and the Customer complies with its payment obligations, FLOW+ shall to that end send the Customer, free of charge, a replacement part or replacement device for defective Hardware, including defects due to normal wear and tear, together with a manual. The Customer shall carry out the replacement itself in accordance with that manual, with telephone guidance from FLOW+ where necessary. The choice between repair, replacement by an equivalent part or device, and exchange lies with FLOW+.

16.2 An on-site intervention by FLOW+ is not included in the monthly fee. If the Customer asks FLOW+ to carry out the replacement on site, or if an on-site intervention is necessary for any other reason, FLOW+ shall charge that intervention at the service rates referred to in Article 7.2. FLOW+ shall schedule such an intervention in consultation with the Customer. The replacement part itself remains free of charge in the cases referred to in Article 16.1.

16.3 Excluded from the free-of-charge replacement are defects or damage caused by: deliberate damage; improper use or non-compliance with the manuals and instructions of FLOW+; interventions, repairs or modifications by the Customer or third parties without the written consent of FLOW+; external causes such as power surges, lightning strikes, water damage, fire, theft or vandalism; and changes to the environment, infrastructure, networks or installations of the Customer or of third parties. In those cases, FLOW+ shall charge the replacement part at replacement value, and any on-site intervention at the service rates referred to in Article 7.2.

16.4 For Software, the sole obligation is to remedy reported, reproducible errors within a reasonable period by means of a patch, update or workaround; FLOW+ does not guarantee uninterrupted or error-free operation.

16.5 For third-party components, only the warranty of the manufacturer concerned applies, which FLOW+ shall transfer to the Customer insofar as possible.

16.6 This undertaking is limited to repair or replacement and does not give rise to any right to any other compensation. Liability is governed by Article 20.

Article 17 — Automation and access control

17.1 The automation functions of the System (including the control of lighting and doors) control existing installations of the Customer via an IO connection to standard relays or locks. The Customer is responsible for the conformity, safe operation and maintenance of the controlled installations themselves.

17.2 The door control is a convenience and operating function and is not a security or alarm system, nor a substitute for locks or emergency and panic provisions. The Customer shall ensure that persons can leave the premises safely at all times and that the set-up complies with the applicable regulations, including the fire safety regulations.

17.3 In the event of a malfunction, power failure or interruption of the connection, a controlled function may fail or remain in the last set position. The Customer shall provide the necessary manual alternatives and means of checking.

17.4 FLOW+ is not liable for unauthorised access to the premises, persons being locked in, energy consumption or damage caused by the controlled installations of the Customer, save in the cases referred to in Article 20.6.

Article 18 — Customer app and additional functions

18.1 The availability of the customer app and of additional functions depends on the chosen plan. The Customer determines, within the options offered, which functions are active for its site.

18.2 Functions designated as beta, preview or “coming soon” are made available in the state in which they are, without any obligation on the part of FLOW+ as to their delivery, operation or maintenance.

18.3 Reservations, loyalty points, payments and other interactions via the customer app are concluded between the Customer and its end customers. The Customer is responsible for its own terms and conditions, pricing and information to end customers; FLOW+ acts solely as a technical platform.

Article 19 — Complaints

19.1 Complaints regarding an invoice shall be submitted in writing (by registered letter or by e-mail with acknowledgement of receipt) within fourteen calendar days after the invoice date, failing which they are forfeited.

19.2 Visible defects and non-conformity shall be reported within eight calendar days after delivery or, in the case of professional installation, after completion of the installation.

19.3 Other defects shall be reported within fourteen calendar days after their discovery.

19.4 The handling or investigation of a complaint, the performance of repairs, replacements or updates, or any commercial gesture, does

not constitute an acknowledgement of liability by FLOW+.

Article 20 — Liability

20.1 FLOW+ performs its obligations with the care that may be expected of a specialised supplier. The limitations and exclusions in this Article do not affect the obligation of FLOW+ to repair or replace defective Hardware in accordance with Article 16.

20.2 FLOW+ is not liable towards the Customer for indirect loss or consequential loss, for whatever reason. This includes, but is not limited to: loss of turnover or income of the laundromat, operating loss, loss of profit, loss of contracts or anticipated savings, loss of, damage to or unusability of data, costs of replacement equipment or of engaging third parties, reputational damage, as well as loss suffered by third parties — including end customers of the Customer — that is recovered from the Customer and that the Customer seeks to recover from FLOW+. This exclusion also applies to loss under Article 16.

20.3 The total liability of FLOW+ for direct loss is limited per claim event and, for all claim events together, per contract year, in each case to the fees (excluding VAT) that the Customer owed for the Agreement concerned over the twelve months preceding the event giving rise to the loss; if the Agreement has not yet been running for twelve months, this amount is calculated on an annual basis. For one-off services, including the installation, liability is limited to the price of the service concerned. The special conditions may stipulate a different maximum amount; in that case, that amount applies.

20.4 Related claim events arising from the same cause — including the same error or defect in Software — are deemed to constitute one claim event, to which the limitations of this Article are applied once.

20.5 In the case of defects in Software, FLOW+ may first remedy the defect within a reasonable period by means of a patch, update or workaround, before any compensation may become due. If FLOW+ does not succeed in remedying the defect within that reasonable period, the Customer may still claim compensation within the limits of this Article. The notification period of Article 20.11 continues to apply; the period for bringing a legal action is suspended for as long as the remedial attempt is ongoing.

20.6 The exclusions and limitations of this Article do not apply: a) in the case of wilful misconduct or fraud on the part of FLOW+ or its auxiliary persons; b) to loss resulting from harm to the life or to the physical or mental integrity of a person; c) to the extent that a provision of mandatory law — including the statutory rules on product liability — precludes the exclusion or limitation.

20.7 Save for the cases referred to in Article 20.6, the exclusions and limitations of this Article expressly also apply in the case of gross negligence on the part of FLOW+ or its auxiliary persons. The parties agree to this consciously and expressly, because (i) the cover and the premium of the liability insurance of FLOW+ are aligned with this allocation of risk, (ii) the pricing of FLOW+ reflects this allocation of risk, and (iii) the same limitations also apply for the benefit of the Customer pursuant to Article 20.12.

20.8 This Article applies to every claim of the Customer against FLOW+ relating to the Agreement or to the System, irrespective of its basis: contractual or extra-contractual, including claims based on Book 6 of the Belgian Civil Code.

20.9 All exclusions, limitations, limitation periods (periods of forfeiture) and other defences on which FLOW+ may rely pursuant to the Agreement or the law also apply for the benefit of its directors, partners, employees, agents and subcontractors (hereinafter: auxiliary persons). These auxiliary persons may rely on them directly against the Customer, including where they are sued on an extra-contractual basis. The Customer shall not bring a claim against an auxiliary person personally, save in the cases referred to in Article 20.6.

20.10 The Customer shall indemnify and hold FLOW+ and its auxiliary persons harmless against claims of third parties — including end customers and members of the Customer's staff — relating to the Agreement, to the System or to the operation of the laundromat, to the extent that such claims exceed the exclusions and limitations of this Article. This indemnity does not apply in the cases referred to in Article 20.6.

20.11 The Customer shall notify any loss for which it holds FLOW+ liable in writing (by registered letter or by e-mail with acknowledgement of receipt) within thirty calendar days after it discovered the loss or reasonably ought to have discovered it, on pain of forfeiture of the right to compensation. Any legal action for compensation shall, likewise on pain of forfeiture, be brought within one year after that discovery, without prejudice to the suspension referred to in Article 20.5. These periods do not apply in the cases referred to in Article 20.6. The complaint periods of Article 19 continue to apply to complaints concerning invoices and defects; this Article governs claims for compensation.

20.12 The exclusions and limitations of this Article apply in the same manner for the benefit of the Customer, in respect of its contractual and extra-contractual liability towards FLOW+ relating to the Agreement, with the exception of (i) the payment obligations of the Customer, (ii) the amounts owed by the Customer under these terms and conditions, and (iii) the indemnities granted by the Customer in these terms and conditions. This Article may be negotiated in the special conditions when the Agreement is concluded.

Article 21 — Force majeure and hardship

21.1 Neither party shall be liable for the non-performance of its obligations — with the exception of payment obligations — where such non-performance results from force majeure. Force majeure includes, among other things: shortages or delays at suppliers and manufacturers (including shortages of components), outages at hosting, cloud and telecom providers, cyber incidents at FLOW+ or its suppliers, transport impediments, energy outages, fire, natural disasters, epidemics, government measures, war, strikes and lock-outs.

21.2 Force majeure suspends the affected obligations for as long as it continues; the performance periods shall be extended accordingly. The affected party shall notify the other party of the force majeure in writing as soon as possible.

21.3 If the force majeure continues for longer than three months, either party may terminate the part of the Agreement not yet

performed by written notice without compensation; performance already delivered shall be settled.

21.4 Where unforeseeable circumstances make the performance of the Agreement excessively onerous for a party without constituting force majeure, the parties shall renegotiate in good faith in accordance with Article 5.74 of the Belgian Civil Code.

Article 22 — Intellectual property and software licence

22.1 All intellectual property rights in the System, the Software, the designs, the documentation and the manuals are vested in and remain the exclusive property of FLOW+ or its licensors.

22.2 For the term of the Agreement, the Customer obtains a non-exclusive, non-transferable and non-sublicensable licence to the Software, limited to the site(s) specified on the order form and to use for the operation of its own laundromat. Updates are included for as long as the Agreement is in force. Reverse engineering, decompilation or modification of the Software is prohibited, save for the mandatory statutory exceptions (Article XI.299 et seq. of the Belgian Code of Economic Law (CEL)). The Software may contain open-source components to which the respective licences apply; an overview is available on request. The licence ends upon the end of the Agreement and in the event of persistent non-payment after formal notice of default.

22.3 For third-party software, the licence terms of the third party concerned apply, as communicated in accordance with Article 2.4.

Article 23 — Business data and machine data

23.1 The turnover, transaction and usage data of the Customer's own site(s) belong to the Customer. The Customer may consult and export these data via the dashboard, including in Excel format.

23.2 FLOW+ may collect and use technical and operational data of the System (logging, telemetry, performance data) for support, diagnostics, security and invoicing verification and, in aggregated and anonymised form, for benchmarking and product improvement.

Article 24 — Data protection

24.1 Each party shall comply with the applicable data protection legislation (GDPR). For personal data of end customers and of the Customer's staff that FLOW+ processes on behalf of the Customer — including via the till, the dashboard and the customer app — the Customer acts as controller and FLOW+ as processor; to that end, the parties shall enter into a data processing agreement upon first request, which forms an integral part of the Agreement. The Customer is responsible for the lawfulness of the processing in its laundromat, including informing its end customers and staff. The privacy policy of FLOW+ is available at www.wassalonkassa.be/privacy.

Article 25 — References, electronic communication and assignment

25.1 FLOW+ may use the Customer's name and logo and a general description of the collaboration as a commercial reference, unless the Customer objects thereto in writing. Any other external use of images and visual material of the laundromat shall take place only after the Customer's written consent.

25.2 Orders, confirmations, notifications and terminations by notice may validly be effected electronically (e-mail, digital platform or electronic signature in accordance with the eIDAS Regulation) and have, between the parties, the same evidential value as a signed written document.

25.3 The Customer may not assign the Agreement or any rights and obligations under it without the prior written consent of FLOW+. FLOW+ may assign the Agreement to an affiliated company or in the context of a transfer of (part of) its business, subject to notification to the Customer.

Article 26 — Amendment of the terms and conditions and of the service

26.1 FLOW+ may amend these terms and conditions and the essential characteristics of the service subject to written notice to the Customer (e-mail or dashboard) at least sixty calendar days before the amendment takes effect.

26.2 Where the amendment is a material change to the detriment of the Customer — including a price increase other than the indexation under Article 10.2 — the Customer may terminate the Agreement by notice free of charge with effect from the date on which the amendment takes effect. In the absence of timely termination by notice, the amendment is deemed accepted.

26.3 Amendments that do not materially prejudice the Customer's position — including improvements, new functionalities and adjustments to comply with legal obligations — may be implemented immediately.

Article 27 — Severability, applicable law and disputes

27.1 If any provision of these terms and conditions is wholly or partly null and void, invalid or unenforceable, this shall not affect the validity of the remaining provisions. The provision concerned shall automatically (by operation of law) be reduced to what is legally permitted, or replaced by a valid provision that approximates its economic purpose as closely as possible.

27.2 All quotations and agreements of FLOW+ are governed exclusively by Belgian law, to the exclusion of the Vienna Sales Convention

(CISG) and of the conflict-of-law rules of private international law.

27.3 All disputes fall within the exclusive jurisdiction of the courts of the judicial district of East Flanders, Ghent division; for disputes between enterprises, this is the Ghent Enterprise Court, Ghent division.