GENERAL CONDITIONS

1. Unless otherwise stipulated in writing, all work and services provided by Something Health srl, including advice, document research, production and supervision of work, are concluded under these general conditions.

2. General terms and conditions contained in documents issued by our clients and suppliers are not applicable under any circumstances, regardless of whether they were issued before or after the present terms and conditions. These conditions can only be deviated from or modified by written agreement of the parties.

3. The offers of Something Health srl are only valid for a period of one month from the date of sending. Something Health srl reserves the right to modify the conditions of its offers and to revise its prices according to the change of any element affecting the execution of the order and notably its cost price.

4. Corrections, additions, deletions, etc. relating to the work ordered or any other modifications to the terms of the order shall be charged to the client. The "ready for press" signed by the client discharges Something Health srl from any liability for errors or omissions found after printing. The proof with the "ready for press" shall serve as evidence in case of dispute between the parties.

5. The delivery timings communicated by Something Health srl are indicative and do not begin to run until the date of submission of all documents necessary for the completion of the order. No compensation or resolution can be claimed for any delay in the execution of the order.

6. Something Health srl remains the owner of all intellectual property rights (patents, designs, copyrights, sui generis rights on data, brands, etc.) on the services and work performed, including projects, advice, preparatory work, sketches, models, slides, clichés, compositions, layouts, interpretations, provisions, and this, whatever the form, technique or medium used. The co-contractor automatically transfers to Something Health srl all intellectual property rights (patents, designs, copyrights, sui generis rights on data, trademarks, etc.) on the objects, contributions or elements provided to Something Health srl in the context of the order. Consequently, Something Health srl shall have the sole right to reproduce, communicate to the public, adapt, modify, translate, rent, distribute, etc. the work and documents produced, unless otherwise agreed in writing by Something Health srl as provided for in the specific conditions of this contract. Any license or transfer of rights by Something Health srl shall be interpreted restrictively. Something Health srl retains the right to object to any modification of the works and documents produced that would cause it harm. In case of assignment of the right of adaptation as provided for in the special conditions, Something Health srl reserves the right to forbid its name to be associated with the works and documents reviewed and modified by a third party.

7. Something Health srl retains material ownership of originals, bromides, masters, mock-ups, rushes, tapes, negatives, etc. produced in the framework of the orders. Something Health srl is not obliged to keep this material. In case of non-acceptance of the project by the client, the latter commits to return all the materials provided and all documents produced by Something Health sprl.

8. Any complaint for apparent defects must be in writing and will only be accepted within eight days after the date of receipt of the supply, and for hidden defects within twenty days after the date of receipt. The lodging of a complaint by the customer does not authorise him under any circumstances to delay the payment of sums that have fallen due.

9. The execution of an order placed on behalf of a third party may only commence after the third party has expressly accepted the order confirmation. In any case, the person placing the order is responsible for the acceptance of the third party and remains liable to Something Health srl if the third party refuses to ratify the order. Orders on behalf of a third party, whether a legal or natural person, will be invoiced to this third party, who will be liable for payment.

10. Something Health srl is not responsible for any work, project, study or document that it has carried out or commissioned under its direction or close supervision. Something Health srl does not guarantee the conformity of the colours reproduced. Slight differences in purity, smoothness, satin finish, etc. cannot justify the refusal of supplies. A delivery tolerance of 10 to 20% more or less on the quantities, 8% more or less on the micrometric thickness of the papers and cardboards, 5 to 10% more or less on the weight according to the nature of the product.

11. The customer or the supplier guarantees Something Health srl against any claim or complaint from third parties resulting from a possible violation of intellectual property rights.

12. Something Health sprl, its client or supplier agrees to keep the order and the information exchanged confidential. Something Health sprl, its client or its supplier shall not disclose to third parties any information related to the subject matter of the order, unless it is necessary for the execution of the order.

13. Something Health srl retains the right to use its name or logo on the work and supplies carried out, unless otherwise agreed in writing in the special conditions.

14. All our prices are exclusive of VAT. Invoices shall be paid within 30 days of receipt. If they are not paid within 30 days of receipt, they shall be increased by 15% by operation of law and without prior notice of default, with a minimum of 100 euros as liquidated damages and shall automatically bear interest of 12% per annum from the date of dispatch, without prior notice of default. All orders under 300 euros are payable in cash on delivery of the work. For orders of more than 300 euros, a deposit of 15% is required at the time of signing the order form. The costs of postage, express delivery, fax, packaging and all other costs associated with the delivery of the work and supplies shall be borne by the client.

15. The client can only terminate the agreement by compensating Something Health srl in accordance with article 1794 of the Civil Code, without prejudice to possible damages.

16. The fact that Something Health srl does not immediately invoke the non-observance of a provision of these general terms and conditions does not imply a waiver of the invocation of this provision.

17. Belgian law is applicable to this agreement. Only the courts of Brussels are competent in case of disputes.