



General Terms and Conditions

BRABEN ICT Solutions

Version 1.0 • September 2026

Applicable exclusively to businesses and professional customers (B2B).

General provisions

These terms govern the business services provided by BRABEN ICT Solutions. Specific arrangements set out in a quotation or agreement shall prevail where expressly provided.

Article 1 - Identity and scope

BRABEN ICT Solutions is the trade name under which Steven Braspennincx, established at Schaapsdijk 2A, 2990 Wuustwezel, Belgium, with enterprise and VAT number BE 0556.753.967, carries out his activities.

These General Terms and Conditions apply to all quotations, agreements, assignments, supplies and services of BRABEN ICT Solutions, unless expressly agreed otherwise in writing.

BRABEN ICT Solutions provides services exclusively to businesses and professional customers. Its services are not intended for consumers.

By accepting a quotation or assignment after these General Terms and Conditions have been made available to the Customer, the Customer accepts their applicability.

In the event of any conflict between these General Terms and Conditions and a specific quotation or agreement, the provisions of that specific quotation or agreement shall prevail. Terms and conditions of the Customer shall apply only if expressly accepted in writing by BRABEN ICT Solutions.

Article 2 - Quotations and formation of agreements

Quotations are non-binding and valid for the period stated therein. If no validity period is stated, the quotation shall remain valid for thirty calendar days from the quotation date.

An agreement is formed when a quotation is accepted by the Customer in writing or electronically, a separate agreement is signed, an assignment is confirmed in writing or electronically, or BRABEN ICT Solutions commences performance at the Customer's express request.

Changes or additions to an agreed assignment shall be binding only when accepted by both parties. Obvious material errors, clerical errors or calculation errors in quotations or other documents shall not bind BRABEN ICT Solutions.

Article 3 - Rates and invoicing

Services are invoiced at the rates stated in the applicable quotation or agreement or, in the absence thereof, at the rates of BRABEN ICT Solutions applicable at the time of the assignment.

Unless otherwise agreed in writing, interventions are subject to a minimum charge of one full hour. Thereafter, the actual time spent is invoiced per commenced quarter-hour.

All prices and rates are stated exclusive of VAT unless expressly indicated otherwise. Travel, parking, transport and other reasonable assignment-related costs may be charged separately if they are not expressly included in the agreed price.

For substantial assignments, supplies or purchases, BRABEN ICT Solutions may require an advance payment or payment in advance. The Customer shall be informed of this beforehand.

Article 4 - Additional work and changes

Work that reasonably falls outside the originally agreed scope shall be regarded as additional work.

If, during performance, additional technical issues, existing defects, configuration errors, missing documentation or other circumstances are identified that make additional work necessary or advisable, BRABEN ICT Solutions shall inform the Customer as soon as reasonably possible.

Additional work shall be charged at the agreed rate or, in the absence thereof, at the applicable rate of BRABEN ICT Solutions.

If prior approval cannot reasonably be awaited and immediate action is necessary to prevent serious damage, data loss, security risks or prolonged interruption, BRABEN ICT Solutions may take reasonably necessary measures. The Customer shall be informed as soon as possible.

Article 5 - Performance of the services

BRABEN ICT Solutions shall perform its assignments carefully and professionally in accordance with the technical knowledge and professional standards reasonably applicable at that time.

Unless a specific result is expressly guaranteed in writing, the services constitute an obligation of means and not an obligation to achieve a guaranteed result.

Planning, duration of performance, delivery times and technical estimates are indicative unless a specific deadline has expressly been agreed in writing as binding.

Where reasonably necessary or useful for the proper performance of an assignment, BRABEN ICT Solutions may engage specialised third parties or subcontractors.

Article 6 - Customer obligations

The Customer shall timely provide all information, documentation, access, accounts, licences, equipment and other resources reasonably required for the performance of the assignment and is responsible for their accuracy and completeness.

The Customer shall ensure that BRABEN ICT Solutions has the necessary permissions and authority to perform work on the relevant infrastructure, systems, applications and data.

Delays, additional work or other consequences caused by missing, incorrect or late information, access or cooperation may be charged as additional services.

The Customer shall disclose in advance any circumstances that can reasonably be expected to affect the safety or proper performance of the work.

Article 7 - Backups, data and recoverability

Unless the creation, management or verification of backups is expressly included in the agreed services, the Customer remains responsible for the existence, currency and usability of adequate backups.

For work involving an increased risk of data loss, system interruption or other business impact, BRABEN ICT Solutions may request prior confirmation that a current and recoverable backup is available.

If no adequate backup is available, BRABEN ICT Solutions may recommend postponing the work until appropriate measures have been taken.

If the Customer, despite an express warning, requests that the work proceed without an adequate backup, the work shall proceed subject to the increased risk knowingly accepted by the Customer, without prejudice to any liability that cannot lawfully be excluded.

The existence of a backup does not release BRABEN ICT Solutions from its obligation to perform the agreed work with due care.

Article 8 - Maintenance, changes and interruptions

Work on ICT infrastructure may cause temporary interruptions, restarts, failovers, migrations or reduced availability. Where reasonably foreseeable, maintenance windows and potential impact shall be coordinated with the Customer in advance.

The Customer is responsible for informing its own employees, users or other relevant parties of agreed maintenance windows, unless otherwise agreed in writing.

Urgent security or stability issues may require immediate action. BRABEN ICT Solutions shall, insofar as reasonably possible, limit the impact on the Customer's business operations.

Article 9 - Hardware, software, licences and third-party services

Hardware, software, licences, cloud platforms, telecommunications services and other third-party products or services may be subject to the terms and licensing provisions of the relevant manufacturer, publisher, distributor or service provider.

BRABEN ICT Solutions shall not be liable for failures, changes, price changes, restrictions, security issues or discontinuation of third-party products or services insofar as such circumstances are beyond the reasonable control of BRABEN ICT Solutions.

Warranties for hardware and software are governed by the applicable warranty conditions of the manufacturer, distributor or supplier, unless BRABEN ICT Solutions has expressly provided an additional warranty in writing.

Costs of third-party products or services may be passed on to the Customer in accordance with the agreed commercial terms.

Article 10 - Services as subcontractor or ICT partner

Where BRABEN ICT Solutions performs work on behalf of an MSP, ICT service provider, integrator or other intermediary for the benefit of its end customer, the commissioning party remains the contractual counterparty of BRABEN ICT Solutions unless otherwise agreed in writing.

The performance of work on site or within an end customer's infrastructure does not in itself create a direct contractual relationship between BRABEN ICT Solutions and that end customer.

BRABEN ICT Solutions shall respect the agreed allocation of responsibilities, communication channels and procedures between the commissioning party, BRABEN ICT Solutions and the end customer. Instructions from an end customer that materially alter the agreed scope shall, in principle, first be coordinated with the commissioning party.

Article 11 - Invoices and payment

Invoices are payable within fourteen calendar days of the invoice date unless another payment term has been agreed in writing.

Payment shall be made to the bank account stated on the invoice and, where applicable, using the requested payment reference.

Any dispute concerning an invoice must be notified to BRABEN ICT Solutions in writing, with reasons, as soon as possible. A dispute does not release the Customer from the obligation to pay the undisputed portion of the invoice.

In the event of late payment, the statutory interest and compensation applicable to late payment in commercial transactions may be charged in accordance with Belgian law.

Where a due and payable debt remains unpaid, BRABEN ICT Solutions may, after prior written notice and taking the circumstances into account, suspend further services until the arrears have been settled. Reasonable costs necessary to recover an unpaid debt may be recovered insofar as permitted by law.

Article 12 - Liability

BRABEN ICT Solutions performs its services with the degree of care that may reasonably be expected from a professional ICT service provider.

BRABEN ICT Solutions shall be liable for direct and foreseeable damage resulting from a contractual breach attributable to it, within the limits permitted by applicable law.

Except insofar as such limitation is prohibited by law, BRABEN ICT Solutions shall not be liable for indirect or consequential damage, including loss of profit, loss of turnover, loss of commercial opportunities, reputational damage and damage resulting from business interruption.

To the extent permitted by law, the total contractual liability of BRABEN ICT Solutions for damage arising from one assignment or a related series of assignments is limited to the amount paid or payable by the Customer for the assignment concerned, subject to a minimum liability cap of EUR 2,500 and an absolute maximum of EUR 10,000 per claim.

BRABEN ICT Solutions shall not be liable for damage arising wholly or partly from pre-existing defects, incorrect configurations, outdated or unsupported systems, incorrect or incomplete information supplied by the Customer, unauthorised changes by third parties or circumstances beyond its reasonable control, insofar as the damage is not attributable to a fault of BRABEN ICT Solutions.

The foregoing exclusions and limitations shall not apply where liability cannot be excluded or limited under mandatory applicable law. The parties shall reasonably cooperate to prevent and mitigate any damage as far as possible.

Article 13 - Security and cybersecurity

BRABEN ICT Solutions applies reasonable technical and organisational care in the performance of its services, taking into account the nature and scope of the assignment.

No ICT system or security mechanism can guarantee complete availability or absolute protection against security incidents.

Unless expressly agreed otherwise in writing, the services do not include a guarantee that systems will be entirely free from vulnerabilities, malware, unauthorised access or other security incidents.

The Customer remains responsible for organisational and technical security measures that fall outside the agreed services.

Article 14 - Confidentiality

Both parties shall treat as confidential any technical, commercial, financial and organisational information obtained during the cooperation whose confidential nature is reasonably apparent.

Confidential information shall be used only insofar as necessary for the performance of the agreement and shall not be disclosed to third parties without valid reason.

This obligation does not apply to information that was already lawfully public, was independently obtained, or must be disclosed pursuant to a legal obligation or binding order.

The confidentiality obligation shall survive termination of the agreement for as long as the information concerned reasonably retains its confidential nature.

Article 15 - Personal data and data processing

Each party shall process personal data in accordance with applicable privacy legislation, including the General Data Protection Regulation (GDPR).

Where BRABEN ICT Solutions processes personal data on behalf of and in accordance with the instructions of the Customer and acts as a processor, the applicable arrangements shall be set out in a separate Data Processing Agreement (DPA) in accordance with Article 28 GDPR.

BRABEN ICT Solutions may engage subprocessors for the performance of certain services insofar as this is done in accordance with the applicable arrangements and legislation.

The Privacy Policy and the standard Data Processing Agreement of BRABEN ICT Solutions are available via the website.

Article 16 - Intellectual property

Each party retains all intellectual property rights it owned prior to the assignment.

Unless otherwise agreed in writing, generic methods, scripts, automations, templates, procedures, documentation models, configuration concepts and know-how developed by BRABEN ICT Solutions remain the property of BRABEN ICT Solutions.

The Customer obtains the right to use deliverables specifically produced for it within its own business in accordance with the purpose of the assignment.

This provision does not prevent the Customer from receiving full access to configurations, documentation, passwords and other information reasonably necessary for the management of its own infrastructure, insofar as no third-party rights apply thereto.

Third-party software, documentation and other materials remain subject to the applicable licence terms.

Article 17 - Term and recurring services

The term of recurring services, maintenance agreements, subscriptions or other periodic services shall be set out in the relevant quotation or agreement.

The invoicing frequency, included services, maintenance windows, any included hours and conditions for additional services shall likewise be determined in the specific agreement.

Unless otherwise agreed, unused included hours or services do not entitle the Customer to a refund or carry-over to a subsequent period.

Changes to the scope or content of recurring services shall be agreed in writing.

Article 18 - Suspension and termination

Where a party fails to perform a material contractual obligation, the other party shall, in principle, give written notice of default and allow a reasonable period to remedy the breach, unless remedy is impossible or immediate termination is legally justified.

BRABEN ICT Solutions may temporarily suspend its services where continued performance cannot reasonably be required, including in cases of serious payment arrears, security risks, lack of necessary cooperation or use of the services for unlawful purposes. Where reasonably possible, suspension shall take place after prior notice.

Upon termination, all services already performed, products supplied, external costs incurred and other amounts due shall remain payable.

Specific notice periods or termination conditions may be stipulated in the relevant agreement for fixed-term or indefinite-term agreements.

Article 19 - Force majeure

Neither party shall be liable for delay or non-performance caused by circumstances beyond its reasonable control that temporarily or permanently make performance impossible.

Depending on the circumstances, such events may include serious failures affecting utility, telecommunications or cloud providers, natural disasters, fire, war, government measures, large-scale cyber incidents and other unforeseeable external events.

The affected party shall inform the other party as soon as reasonably possible. The affected party's obligations shall be suspended for the duration and to the extent that the force majeure event prevents performance.

If the force majeure event continues for a prolonged period and further performance no longer reasonably serves its purpose, the parties shall consult regarding continuation or termination of the affected assignment.

Article 20 - Amendments to the General Terms and Conditions

BRABEN ICT Solutions may amend these General Terms and Conditions for future assignments.

The version made available to the Customer or declared applicable when entering into an assignment or agreement shall remain applicable to that assignment unless the parties agree to an amendment.

Amendments to these General Terms and Conditions shall not have retroactive effect on agreements already concluded, except with the express agreement of both parties or insofar as required by mandatory law.

Article 21 - Severability

If any provision of these General Terms and Conditions is found to be wholly or partly null, invalid or unenforceable, this shall not affect the validity of the remaining provisions.

The parties shall endeavour to replace the affected provision with a valid and enforceable provision that most closely reflects the purpose and economic intent of the original provision.

Article 22 - Governing law and disputes

All agreements with BRABEN ICT Solutions are governed exclusively by Belgian law.

The parties shall endeavour to resolve any disputes amicably in the first instance.

If no amicable solution is reached, disputes shall be submitted to the court having jurisdiction under Belgian law, unless a valid written agreement provides otherwise.

Article 23 - Contact

BRABEN ICT Solutions
Steven Braspenninx
Schaapsdijk 2A
2990 Wuustwezel
Belgium

Enterprise and VAT number: BE 0556.753.967

Email: info@braben.be

Website: braben.be