# GENERAL TERMS AND CONDITIONS

## Article 1. Scope and definitions

a. For the purposes of these general terms and conditions, 'D+TB' means D+TB BV, having its registered office at Transportcentrum LAR K21, 8930 Menen, Belgium, company number 0461.922.116. 'Client' means any natural or legal person who enters into an agreement with D+TB, entrusts an assignment to D+TB, receives services or supplies from D+TB, obtains a software licence or software service from D+TB, or otherwise enters into a contractual or commercial relationship with D+TB.
For the purposes of the agreement, including these general terms and conditions, 'in writing' also includes communication by e-mail or through another method of electronic communication customarily used between the parties, unless mandatory law or an expressly agreed specific form requirement provides otherwise.
b. Unless otherwise agreed in writing, these terms and conditions apply to all services, supplies, licences, assignments and other contractual or commercial relationships between D+TB and the Client. The Client's general terms and conditions are expressly excluded.
c. The terms 'D+TB' and 'Client' are generic contractual designations and do not affect the specific legal qualification or capacity in which a party acts in connection with a particular agreement, assignment or transaction. They do not in themselves create any mandate, representation, carriage obligation or other specific legal capacity. Depending on the legal relationship concerned, D+TB may act, inter alia, as a direct customs representative, fiscal representative, agent, forwarding agent, software provider, adviser or service provider in another capacity. Where D+TB provides forwarding services or organises carriage, it acts as a forwarding agent and does not assume the carriage obligation as its own obligation unless D+TB has expressly accepted this in writing in advance.
d. Where the Client acts for purposes within its trade, business, craft or professional activity, the General Belgian Freight Forwarding Conditions 2024 (GBFFC) supplement these terms and conditions when and to the extent that D+TB acts as a forwarding agent, customs representative, fiscal representative or logistics service provider, or provides services relating to storage, goods handling, customs, excise or other related formalities. For the contractual application of the GBFFC, D+TB, where it does not already act as a forwarding agent, shall in those capacities be regarded as the 'Freight Forwarder' and the relevant assignment or service as the 'Contract' within the meaning of the GBFFC. The text of the GBFFC can be consulted free of charge and permanently at https://www.d-tb.be/en/terms-and-conditions. Where the GBFFC apply pursuant to this article, they are made available to the Client before the agreement is concluded and their applicability is specified or confirmed in the specific agreement. The GBFFC do not apply to activities falling outside the capacities or services referred to above unless expressly agreed otherwise in writing.
e. In the event of conflict, a specific written agreement, order confirmation or other specifically agreed arrangement between D+TB and the Client shall prevail over these general terms and conditions, but only to the extent of that conflict. These general terms and conditions shall in turn prevail over the GBFFC, likewise only to the extent of the conflict.
f. In the event of doubt as to the content, scope and/or interpretation of these general terms and conditions, the Dutch-language version shall prevail where the Client acts for purposes within its trade, business, craft or professional activity.
g. The failure by D+TB to exercise or enforce any right or provision of these general terms and conditions shall not constitute a waiver of that right or provision.
h. The nullity or unenforceability of one or more provisions of these terms and conditions shall not result in the nullity of the agreement as a whole, provided that the agreement can continue to exist without the provision concerned.

## Article 2. Payment terms

a. Invoices are payable immediately at D+TB's registered office or to a bank account in the name of D+TB, unless another due date has been granted. A complaint or dispute shall in any event be without prejudice to the Client's obligation to pay the undisputed part on time.
b. Where the Client acts for purposes within its trade, business, craft or professional activity and insofar as the GBFFC do not apply, any dispute concerning an invoice must be notified to D+TB in writing and with reasons within 14 calendar days of receipt, stating the invoice number and the specific disputed items.
c. Where the Client acts for purposes within its trade, business, craft or professional activity, in the absence of a timely protest in accordance with Article 2.b or, where applicable, the GBFFC, the invoice shall, subject to proof to the contrary, be deemed accepted and shall constitute evidence of the legal act stated therein.
d. Where the Client acts for purposes within its trade, business, craft or professional activity, if one due invoice is not paid on time, all other monetary debts owed by the Client to D+TB, even if not yet due, shall automatically and without prior notice of default become immediately due and payable.
e. Where the Client acts for purposes within its trade, business, craft or professional activity, if an invoice is not paid on its due date, default interest at 15% per annum shall automatically and without prior notice of default be payable on the unpaid amount from that date until full payment.
f. Where the Client acts for purposes within its trade, business, craft or professional activity, if payment is not made on the due date, the unpaid amount shall automatically and without prior notice of default be increased by lump-sum damages of 10%, subject to a minimum of EUR 40, as compensation for the administrative and economic loss reasonably resulting from the payment delay.
This is without prejudice to D+TB's right to reimbursement of other reasonable recovery costs to the extent that they are separately recoverable under the applicable legislation and are not already covered by the aforementioned lump-sum damages, or to its right to legally recoverable court and enforcement costs.

## Article 3. Pricing

a. For future assignments, the D+TB rates in force at the time D+TB accepts the relevant assignment shall apply, unless otherwise agreed in writing.
Where the Client acts for purposes within its trade, business, craft or professional activity, D+TB may adjust an already agreed price if and to the extent justified by objective changes in costs occurring after the price was agreed and over which D+TB has no reasonable control, including changes in statutory duties, taxes or charges, tariffs or costs of authorities or third parties, wage and indexation costs, fuel or energy costs, exchange rates and costs of external IT, software or other service providers. Any such adjustment shall be notified at least 30 days before it takes effect.
b. Where the Client acts for purposes within its trade, business, craft or professional activity, D+TB is entitled to pass on to the Client all amounts charged by authorities or third parties, or paid or becoming payable by D+TB, which under the applicable regulations or the assignment concerned are for the Client's account or are objectively connected with the goods, assignment or service concerned, even where they arise from an earlier provisional, incomplete or incorrect charge.
Where the Client acts as a consumer, D+TB is entitled to pass on to the Client all amounts charged by authorities or third parties, or paid or becoming payable by D+TB, which under the applicable regulations, the assignment concerned or rates or conditions previously communicated to the Client are for the Client's account, even where they arise from an earlier provisional, incomplete or incorrect charge.
This also includes, insofar as such amounts are for the Client's account in accordance with the foregoing, duties, taxes, VAT, excise duties, packaging levies, other levies, charges and costs of authorities or third parties arising or becoming payable in connection with the storage, release, movement, destruction, sale or realisation of goods which D+TB holds or has held for the Client's account.
c. Where the Client acts for purposes within its trade, business, craft or professional activity, all prices and rates quoted by D+TB are, unless expressly stated otherwise, exclusive of VAT, duties, taxes, excise duties, levies, charges and third-party costs.

## Article 4. Obligations and liabilities

a. The Client shall provide D+TB with all instructions, records, documents and/or data necessary for the performance of the requested service(s), supply/supplies, licence(s) or assignment(s) (hereinafter collectively 'instructions'). This may be done directly or through one or more third parties. The Client is responsible for ensuring that the instructions made available directly or through third parties are complete, correct, valid and authentic, are not improperly delayed or used, and are provided on time.
b. To the extent that the agreed services relate to customs, excise, VAT, commercial policy measures, prohibitions or restrictions or other applicable regulations, the Client is responsible for the lawfulness of the goods, transactions and intended operations concerned and for the completeness, accuracy, validity and authenticity of all facts, data, documents and instructions falling within its sphere of responsibility or knowledge. D+TB is entitled to rely on them without having to verify them independently, without prejudice to obligations imposed directly on D+TB by mandatory law, unless a verification assignment has expressly been agreed in writing.
The Client shall provide D+TB, inter alia, with all data necessary to determine the customs value, the taxable amount for VAT, origin and any other legal or factual assessment relevant to the requested service. D+TB is not required to investigate facts or circumstances not communicated by the Client unless this expressly forms part of the assignment in writing.

c. Insofar as the GBFFC do not apply and the services relate to goods, the Client shall inform D+TB before performance of all reasonably relevant characteristics of the goods, including their nature, quantity, weight and any dangerous, perishable, flammable, damage-causing or other special properties, as well as any special requirements concerning handling, storage or carriage. Unless D+TB has expressly accepted this in writing in advance, the Client is responsible for packaging, marking and labelling suitable for the nature of the goods and the intended handling, storage or shipment, as well as for its authority to dispose of the goods and to instruct D+TB in relation to them.

d. The determination, assessment or verification of the commodity code, CN code, TARIC code or other classification of goods does not form part of D+TB's assignment or obligations. The Client is responsible for timely communicating and for the correctness of the tariff classification to be used in the declaration. D+TB is entitled to use the classification communicated by, on behalf of or for the account of the Client without independently assessing or verifying it, without prejudice to obligations imposed directly on D+TB by mandatory law.

The inclusion or use of a classification by D+TB in a declaration, document or formality does not constitute an assessment, confirmation or acceptance of its correctness. The same applies to comments, questions, information, references to legislation or case law, possible classifications or other indications communicated by D+TB or its staff in connection with tariff classification.

An assignment for tariff classification or classification advice forms part of the services only if D+TB has expressly accepted it in writing in advance as a separate assignment.

e. Information, analyses, advice, positions and other assessments by D+TB are provided on the basis of the facts and documents communicated to D+TB and the legislation, case law, administrative practice and other relevant sources available at the time of the assessment. To the extent that an assignment relates to the interpretation or application of regulations, D+TB undertakes to carry out a careful professional assessment to the best of its ability, but does not undertake to achieve any specific legal, tax, customs, administrative or economic result.

The Client acknowledges that regulations and their application may be open to interpretation, that competent authorities, administrations, courts and other bodies may take differing positions and that a position taken or communicated by D+TB does not constitute a binding decision for any authority, administration, court or third party. Only a competent authority or court may, within its jurisdiction and in accordance with the applicable procedure, take a decision binding on the legal relationship concerned.

D+TB therefore does not guarantee that any advice, position, assessment or proposed course of action provided by it will be accepted or confirmed by an authority, administration, court or third party. Nor is D+TB responsible for subsequent changes in legislation, case law, administrative practice or interpretation. Unless a follow-up assignment has expressly been agreed in writing, there is no obligation to update previously provided information or advice afterwards.

Information provided by D+TB outside an expressly accepted advisory or consultancy assignment is communicated solely for general information and does not constitute individual advice on which the Client may rely without further assessment.

Unless otherwise agreed in writing, any advice or assessment by D+TB relates exclusively to the specific question submitted and to the facts and circumstances communicated to D+TB. It may not be applied to other goods, transactions, periods, parties or factual circumstances without D+TB's prior written confirmation, even if they appear comparable.

f. D+TB undertakes to perform the assignments entrusted to it and the agreed services carefully, professionally and to the best of its ability. D+TB's obligations are, unless the nature of an expressly agreed performance or mandatory law requires otherwise, best-efforts obligations.

g. Insofar as the GBFFC do not apply, D+TB shall not take out insurance for goods or other risks for the Client's account unless D+TB has expressly accepted this in writing in advance.

h. Duties, taxes, VAT, excise duties, levies, charges and other amounts which the Client is required to pay under the applicable regulations or would have been required to pay if the transaction concerned had been correctly handled from the outset do not constitute compensable loss.

Where the Client acts for purposes within its trade, business, craft or professional activity, D+TB is liable only for directly proven loss resulting from (i) gross negligence attributable to D+TB or (ii), except in cases of force majeure, the non-performance or defective performance of an essential obligation forming the subject matter of the agreement. D+TB is not liable for slight negligence in the performance of obligations other than essential obligations nor, except to the extent otherwise required by mandatory law, for remote, indirect or consequential loss, including loss of profit, loss of turnover, loss of production, loss of clientele or commercial opportunities, reputational damage, business interruption, financing costs and third-party claims that do not constitute direct loss suffered by the Client.

For services to which the GBFFC 2024 apply, the limitations on the extent of liability set out in Article 6.1.3 GBFFC apply independently and in full to any liability of D+TB falling within their scope, including liability for gross negligence and, except in cases of force majeure, for the non-performance or defective performance of an essential obligation, insofar as such limitation is legally permitted.

Where the Client acts for purposes within its trade, business, craft or professional activity and for services to which the GBFFC do not apply, D+TB's total liability per loss or series of losses attributable to the same cause shall, insofar as such limitation is legally permitted, be limited to the higher of EUR 5,000 and the total fees and service charges invoiced by D+TB for its own services relating to the assignment or service concerned during the twelve months preceding the event causing the loss, provided that liability shall in any event be limited to a maximum of EUR 25,000. In determining the aforementioned fees and service charges, the following shall not be taken into account: VAT, passed-on duties, taxes, excise duties, levies and charges, transport and logistics costs, costs of authorities or third parties, advances, disbursements and other amounts paid or passed on in whole or in part by D+TB to third parties for the Client's account.

Where the Client acts as a consumer, D+TB's liability for loss resulting from slight negligence in the performance of an obligation which is not one of the principal performances under the agreement shall be limited to loss directly resulting from that fault.

Insofar as the GBFFC do not apply and D+TB enters into an agreement with a third party solely for the Client's account without having assumed the performance owed by that third party as its own obligation towards the Client, D+TB is not responsible for the third party's performance of that agreement. This is without prejudice to any liability of D+TB for its own fault in the performance of its assignment.

Where the Client acts for purposes within its trade, business, craft or professional activity, the GBFFC do not apply and D+TB has expressly accepted a performance to be carried out by a third party as its own obligation towards the Client, any liability of D+TB for the non-performance, late performance or defective performance of that performance remains subject to the exclusions and limitations of liability set out in this article. D+TB may furthermore, insofar as legally permitted, rely against the Client on the limitations of liability, exemptions, complaint and time-bar periods and other defences which the third party concerned may invoke against D+TB.

The aforementioned exclusions and limitations of liability do not apply to loss resulting from an intentional fault by D+TB or by a person for whom it is liable under mandatory law, nor to injury to the life or physical integrity of a person in cases where exclusion or limitation thereof is not legally permitted, nor to any other extent to which mandatory law prohibits an exclusion or limitation of liability.

i. Where the Client acts for purposes within its trade, business, craft or professional activity, it undertakes to examine and verify all documents, records, data and other information made available by D+TB upon receipt and in any event no later than within 48 hours, for conformity with the instructions given to D+TB. Any discrepancy, inaccuracy or omission that could reasonably have been identified during a normal and careful review must be notified to D+TB in writing and with reasons within the same period. In the absence of timely notification, it shall be presumed, subject to proof to the contrary, that the documents, records, data and other information made available by D+TB correspond, as regards elements identifiable during a normal and careful review, to the intended assignment entrusted to D+TB.

Where the Client acts as a consumer, it shall examine the documents, records, data and other information made available by D+TB within a reasonable period after receipt and shall notify D+TB of any identified discrepancy, inaccuracy or omission without undue delay.

j. Where the Client acts for purposes within its trade, business, craft or professional activity and insofar as the GBFFC do not apply, the Client shall indemnify D+TB, upon first written request, against claims by authorities or third parties and the external costs reasonably associated therewith, insofar as such claims arise from or are connected with goods, transactions, data, documents, instructions, acts or omissions falling within the Client's sphere of risk or that of persons for whom the Client is responsible. If, in connection with such a claim and before its final settlement, D+TB itself must make a payment, provide a provision or furnish security, the Client shall, upon D+TB's first written request, pay the corresponding amount to D+TB or provide adequate security, without prejudice to its rights. This indemnity does not apply to the extent that a final decision has established that the claim concerned arises exclusively from a fault for which D+TB is liable pursuant to Article 4.h.

k. In determining the remuneration for D+TB's services, account is taken of the allocation and limitation of liability set out in these terms and conditions and, where applicable, in the GBFFC, as well as of the relationship between D+TB's remuneration and the potential economic, customs, excise, tax, administrative and other

financial exposure of the assignment concerned. Without these limitations of liability, D+TB would not provide its services at the agreed rates and would be entitled to require significantly higher remuneration or not to accept the assignment concerned.
l. Where the Client acts for purposes within its trade, business, craft or professional activity, it waives, insofar as legally permitted, any extra-contractual liability claim against D+TB and against its auxiliary persons for loss arising from the non-performance of a contractual obligation. Auxiliary persons may rely on this clause as third-party beneficiaries. 'Auxiliary persons' means any person engaged by D+TB to perform all or part of a contractual obligation assumed by D+TB within the entire contractual chain, including subcontractors, employees and directors.

**Article 5. Contractual set-off and netting**
a. This article applies exclusively where the Client acts for purposes within its trade, business, craft or professional activity.
b. The parties expressly enter into a bilateral set-off and netting agreement within the meaning of Article 5.263 of the Civil Code and Articles 3, 4°, 14 and 15 of the Belgian Act of 15 December 2004 on financial collateral. D+TB alone is entitled, but not obliged, to invoke and apply this set-off or netting.
c. This right covers all existing and future reciprocal monetary debts and claims between the Client and D+TB arising from or connected with their contractual or commercial relationship, irrespective of their legal basis, the agreement, assignment, service, licence or transaction concerned, their date of creation or due date and, insofar as legally permitted, the currency in which they are denominated, provided that such obligations are legally capable of set-off. This includes, inter alia, invoices, advances, provisions, costs, remuneration, interest, duties, taxes, excise duties, levies, charges, credit notes, repayments, refunds, refundable security and guarantees, and all amounts received by D+TB for the account or benefit of the Client or owed by D+TB to the Client.
d. D+TB may apply this set-off in whole or in part as soon as the reciprocal obligations exist, without prior notice of default, judicial decision or other formality. Its exercise constitutes performance of the netting agreement already concluded between the parties and not a new set-off agreement. For future obligations, this agreement applies from the moment they arise. Where different currencies are involved, conversion into euros shall be made at the applicable reference exchange rate of the European Central Bank or, failing that, at an objectively determinable market-conform exchange rate.
e. The parties acknowledge and expressly agree that their agreement and all separate earlier, simultaneous and subsequent agreements, assignments, services, licences and transactions constitute one global and continuous economic and contractual relationship. All reciprocal obligations arising therefrom shall accordingly, to the fullest extent permitted by their economic and legal connection, be regarded as interrelated and connected. To the extent that the enforceability of set-off against third parties does not already follow from Article 5.263 of the Civil Code and Articles 14 and 15 of the Belgian Act of 15 December 2004 on financial collateral, the parties intend that D+TB may also rely on the rules governing set-off of connected obligations, including Article 5.261, second paragraph, of the Civil Code.
f. Application of this netting agreement is not conditional on non-payment, notice of default, acceleration, termination or dissolution of any agreement or assignment. The netting agreement and any set-off exercised under it shall, to the fullest extent permitted by law, remain valid and enforceable in the event of attachment, judicial reorganisation, bankruptcy, liquidation, insolvency or any other situation involving concurrence of creditors. In particular, the parties intend Articles 14 and 15 of the Belgian Act of 15 December 2004 on financial collateral to apply to all reciprocal debts and claims already existing at the time of such concurrence, irrespective of their due date, purpose or currency.
g. D+TB shall determine, insofar as legally permitted, to which of its claims the set-off is allocated.
h. The Client is not granted any independent contractual right to invoke set-off or netting against D+TB. In this respect, the Client remains bound by these general terms and conditions and, where applicable, by the GBFFC, except to the extent otherwise required by mandatory law. An assignment, pledge, attachment or other disposition of a Client claim shall, to the fullest extent permitted by law, be without prejudice to the set-off and netting rights which D+TB may invoke against the Client or third parties under this article.

**Article 6. Refusal, suspension and security**
D+TB is entitled to refuse or suspend the acceptance or further performance of an assignment or service if the Client does not perform or properly perform its obligations, fails to provide necessary information or cooperation, is in payment arrears, or if there are reasonable doubts regarding its creditworthiness, the lawfulness of the requested transaction, compliance with applicable regulations or the safe feasibility of the assignment. In such circumstances, D+TB may require advance payment, an advance, provision or appropriate security before commencing or continuing the services.
For the purposes of Article 7 of the GBFFC 2024, the parties agree that the right of pledge referred to therein secures the claims referred to in that article up to a maximum amount of EUR 10,000,000.

**Article 7. Force majeure and external systems**
Insofar as the GBFFC do not apply, D+TB is not liable for the non-performance, late performance or defective performance of its obligations to the extent that this results from a circumstance that cannot reasonably be attributed to it, including failures or unavailability of government, customs, communication, energy, cloud, software or other external IT systems, cyber incidents, measures taken by authorities or failures of external service providers. The obligations concerned shall be suspended for the duration of the impediment and applicable performance periods shall be extended accordingly.

**Article 8. Confidentiality, intellectual property and personal data**
a. D+TB and the Client shall treat as confidential the confidential information obtained in the context of their legal relationship. This obligation does not prevent information from being disclosed to the extent necessary for the performance of the assignment, to auxiliary persons, professional advisers, insurers, competent authorities, or where disclosure is required by law.
b. All intellectual and other property rights in software, databases, models, templates, methodologies, documentation, report structures, calculations, know-how, working methods and other tools developed or used by or for D+TB shall remain exclusively vested in D+TB or its licensors, even when communicated to or used for the Client in connection with an assignment. Unless expressly agreed otherwise in writing, the Client acquires only the non-exclusive right of use reasonably necessary for the purpose for which the relevant result was provided to it.
c. Each party is responsible for the lawfulness of the processing and disclosure of personal data for which it acts as controller under the applicable data protection legislation. The capacity in which a party processes personal data is determined by its actual role in the processing concerned and is not altered merely by the application of these general terms and conditions.
To the extent that D+TB processes personal data for its own purposes or in order to comply with legal, regulatory, administrative or professional obligations imposed on it, D+TB acts as controller for that processing.
d. Where and to the extent that D+TB processes personal data exclusively for the benefit and on behalf of the Client and thereby acts as processor under the GDPR, the provisions of Articles 8.d to 8.j constitute the data processing agreement concluded between the parties within the meaning of Article 28 GDPR.
The subject matter of the processing consists of the processing of personal data necessary for the performance of the services entrusted by the Client to D+TB. The processing lasts for the duration of the relevant services and, insofar as necessary, for the subsequent period during which personal data are lawfully retained in accordance with this article.
Depending on the service entrusted, the nature and purpose of the processing may include collecting, receiving, recording, structuring, storing, consulting, using, modifying, transmitting, making available, archiving and deleting personal data insofar as necessary for the performance, support, security and administration of the relevant services.
The personal data processed may include, inter alia, identification and contact details, professional and business data, data relating to representation and authority, customs, logistics, transactional and financial data, communication data, user and access data and technical or system data. Data subjects may include, inter alia, the Client and its directors, employees, representatives, contact persons, customers, suppliers, carriers, drivers and other persons whose personal data the Client provides to D+TB or causes D+TB to process. Special categories of personal data shall be processed only insofar as necessary for the agreed services and where such processing is lawful.
e. In its capacity as processor, D+TB shall process personal data only on documented instructions from the Client, including the agreement, the assignment and subsequent written or electronically recorded instructions, including with regard to any transfers of personal data to a third country or international organisation, unless processing is required by a provision of Union or national law applicable to D+TB. In the latter case, D+TB shall inform the Client of that legal requirement before processing, unless the applicable regulations prohibit such information.

D+TB shall inform the Client without delay if it considers that an instruction infringes the GDPR or other applicable data protection legislation. D+TB is not required to carry out an instruction for as long as there is reasonable doubt as to its lawfulness.
f. D+TB shall ensure that persons under its authority who have access to personal data are bound by confidentiality and obtain access only insofar as necessary for their work. Taking Article 32 GDPR into account, D+TB shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.
D+TB shall inform the Client without undue delay of a personal data breach of which it becomes aware and which concerns personal data that it processes as processor for the Client, and shall provide the information reasonably available and necessary to enable the Client to comply with its legal obligations in that respect.
g. The Client grants D+TB general written authorisation to engage other processors insofar as necessary or reasonably useful for the performance of the services. D+TB shall impose on such sub-processors the same data protection obligations as those imposed on D+TB under this article, insofar as they apply to the processing carried out by the sub-processor.
D+TB shall inform the Client of intended changes concerning the addition or replacement of sub-processors, thereby giving the Client the opportunity to object on substantiated grounds relating to data protection. If such an objection cannot reasonably be resolved, D+TB may suspend or terminate the processing or service concerned insofar as it cannot reasonably be continued without the sub-processor concerned.
h. Taking into account the nature of the processing, D+TB shall, insofar as possible, provide reasonable assistance to the Client in fulfilling its obligations concerning the exercise of data subjects' rights and, taking into account the nature of the processing and the information available to D+TB, in complying with Articles 32 to 36 GDPR.
To the extent that such assistance requires work outside the services normally agreed and the need for it is not the result of a breach attributable to D+TB, D+TB is entitled to charge the Client for the services and external costs reasonably involved.
i. Upon termination of processing as processor, D+TB shall, at the Client's choice, delete or return the personal data which it processes exclusively in that capacity for the Client and delete existing copies thereof, except to the extent that Union or national law requires further retention.
The foregoing is without prejudice to D+TB's right, insofar as lawful and necessary, to continue to retain and process personal data for its own account and in its capacity as controller in order to comply with legal, regulatory, administrative or professional obligations imposed on it, as well as for the establishment, exercise or defence of legal claims and for the defence of D+TB, its directors, employees or auxiliary persons against claims or allegations of liability. Any such further processing shall be limited to the personal data and period reasonably necessary for those purposes.
j. D+TB shall make available to the Client the information reasonably necessary to demonstrate compliance with D+TB's obligations as processor under Article 28 GDPR and shall cooperate with reasonable audits or inspections by the Client or an independent auditor authorised by it.
Unless a supervisory authority requires otherwise or a demonstrably urgent security incident justifies otherwise, an audit shall be announced in writing within a reasonable period in advance, conducted during normal business hours and organised so as not to unnecessarily disrupt D+TB's operations or the confidentiality, security and rights of other clients and third parties. The auditor shall be bound by appropriate confidentiality obligations. D+TB may require that available certifications, audit reports or other relevant control documentation first be reviewed before an on-site audit is carried out.
The reasonable internal and external costs of an audit shall be borne by the Client unless the audit reveals a material failure by D+TB to comply with its obligations under Article 28 GDPR.

**Article 9. Jurisdiction and applicable law**

a. Where the Client acts for purposes within its trade, business, craft or professional activity, the courts having territorial jurisdiction over Kortrijk shall have exclusive jurisdiction to hear any dispute arising directly or indirectly out of, or in connection with, an agreement, assignment, service, supply, licence or other legal relationship between D+TB and the Client. This is without prejudice to D+TB's right to seek interim or protective measures or enforcement measures before any court or body having jurisdiction for that purpose under the applicable rules.
b. All agreements, assignments, services, supplies, licences and other legal relationships between D+TB and the Client shall be governed by Belgian law. Where the Client acts as a consumer, this choice of law shall not, however, have the effect of depriving the consumer of the protection afforded by provisions which, under the law that would have been applicable in the absence of this choice of law, cannot be derogated from by agreement.