



General conditions of sale

Article 1: General Information

Stardust Consulting is a commercial name without legal reality used by Virginie Chantry as an independent entrepreneur (freelancer), with its head office located Avenue du Petit Bourgogne, 88 in 4000 Liège and which is registered at the Banque Carrefour des Entreprises in Belgium under number BE 0545.805.241, hereinafter referred to as Stardust Consulting.

Article 2: Applicability

These general conditions define, without prejudice to the application of special conditions, the respective obligations of the contracting parties in connection with services provided by Stardust Consulting to the attention of its customers. By agreeing to work with Stardust Consulting, the customer expressly acknowledges having read and accepted these terms and conditions. In the event of contradiction, these general conditions prevail over any other condition of the customer, unless otherwise agreed in writing by Stardust Consulting. Agreements that may derogate from one or more clauses of these terms and conditions replace only the clause(s) in question. Other clauses remain fully applicable.

Article 3: Purpose of the Service Delivery and Request for Service

§1. Stardust Consulting specializes in multi-level consultancy and its activities include, among other things, scientific journalism, content writing regardless of the medium used and the theme, the creation of websites thanks to the WIX online platform (see <http://www.wix.com>), event planning of any kind, and any other form of business support. The parties will agree on the specific purpose of the service to provide by Stardust Consulting and will adapt and / or extend it later if necessary.

§2. Any request for services that is entrusted to Stardust Consulting only commits it after written confirmation from it. Changes made by the customer to the service offer will only be valid if Stardust Consulting has accepted and confirmed it in writing.

Article 4: Obligations of Stardust Consulting

§1. Stardust Consulting is bound to an obligation of means and not an obligation of results. All missions are best performed by Stardust Consulting and in good faith. In addition, and with the express agreement of the customer, Stardust Consulting has the right to entrust these missions to internal and external collaborators, in which case the present general conditions remain applicable. Stardust Consulting undertakes to perform its services within a reasonable time which will be agreed whenever possible and in advance with the client. Stardust Consulting is in no way responsible for exceeding the agreed deadline if attributable to a customer, third parties or a case of force majeure.

§2. Stardust Consulting makes the appropriate organizational and administrative arrangements to prevent conflicts of interest between its clients from affecting their interests as a result of its consultancy services. To this end, the client is required to notify Stardust Consulting of any information that could put Stardust Consulting in a conflict of interest situation. Stardust Consulting therefore reserves the right to refuse a client for ethical reasons if conflicts of interest that could be harmful to its customers could arise.

§3. Stardust Consulting reserves the right to refuse any customer without having to provide a justification.

Article 5: Customer Collaboration

Stardust Consulting does its best to deliver optimal service to its customers. To do this, fluid interactions and collaboration are essential between Stardust Consulting and the customer. Stardust Consulting's services are bespoke and based on concrete facts. The customer is therefore required to provide spontaneously and without delay any information related to the services that are the subject of the commitment. The customer is responsible for the accuracy, completeness and confidentiality of the data, information and documents it provides. If the customer does not cooperate and / or fails to meet the deadlines or adopted agreements, Stardust Consulting is free to cease its activities concerning the customer and to free itself from its commitments, without compensation of any kind whatsoever. Stardust Consulting is not liable for damages and losses that may result from that kind of situation.

Article 6: Compensation, Complaints and Payment

§1. Stardust Consulting bills its services according to hourly rates or other methods previously agreed with the customer. The method and the pricing are adopted on the basis of the purpose, complexity, issue, duration and urgent nature of the service to be provided. The amounts of the rates are always expressed in euros (EUR) and excl. VAT.

§2. Stardust Consulting may require one or more deposits before and during their services. At the beginning of the month following the service or at the end of the mission, the customer will receive a final invoice from which will be deducted the paid deposits.

§3. In the case of unilateral cancellation of a service by the customer, Stardust Consulting reserves the right to demand a financial compensation equal to 30% of the total amount intended for the service or, in the absence of such an amount, a lump sum of EUR 1000 excluding VAT (for example but not only: in case of hourly rate applied for a service whose working time is impossible to estimate).

§4. If the customer wishes to contest an invoice, he must do so in writing (mail with acknowledgment of receipt or registered letter) with motivation within 10 days of the date of the invoice, under penalty of foreclosure.

§5. If an invoice is not paid by the due date indicated on that invoice, Stardust Consulting reserves - as of right and without prior notice to the customer by registered letter -

(a) the right to account for late payment interest at a rate of 1.5% per month from the due date of the invoice to the date of full payment of the amount due;

(b) the right to demand a fixed and irreducible indemnity of 10% of the amount remaining unpaid with a minimum of EUR 100 per invoice, without prejudice to the right to reimbursement of legal costs (including the applicable procedural indemnity) in the case of judicial recovery. In such a case, Stardust Consulting also has the right to suspend the execution of all current services for the customer in question until all invoices have been paid in full, or to stop immediately any collaboration with the customer. Stardust Consulting is not liable for damages and / or losses resulting from the suspension of its activities or the termination of its contract with the customer.

§6. The consumer as defined by the law of 14/07/1991 may require the benefit of the application of the indemnities and interests to the extent and conditions fixed by this clause, in case of non-fulfillment of the obligations of Stardust Consulting.

Article 7 - Liability

§1. The client provides Stardust Consulting, both at the start of and during services, any specific information that would be required for the optimal execution of these services. Stardust Consulting is not responsible for the damage caused by the transmission of incorrect or incomplete information by the customer.

§2. In any event, any contractual or extra-contractual liability which may be at the expense of Stardust Consulting, its subcontractors and / or its employees, is limited in principal, costs and interest to the VAT excluded amount paid by the customer in the framework of the service delivery in which liability of Stardust Consulting would be retained and, in the absence of such an amount, to a maximum of EUR 2000 per damage.

§3. Stardust Consulting can in no way be held responsible for indirect or collateral damage, deprivation of use or loss of earnings caused by the customer or by third parties.

§4. Stardust Consulting makes reasonable efforts to keep emails from viruses or other defects from computers or IT systems. However, it is the responsibility of the customer to provide appropriate measures to protect his computers and IT system. Stardust Consulting will not assume any liability for any loss or damage resulting from the receipt or use of an electronic communication coming from Stardust Consulting.

§5. As part of its website creation activity using the WIX platform (www.wix.com), Stardust Consulting cannot be held responsible for the content published on this website, for any reason whatsoever. The customer must comply with the applicable standards for the website, legal notices to appear on all pages and the European legislation GDPR (General Data Protection Regulation).

Article 8: Intellectual Property Rights

Outside the scope of the mission assigned to Stardust Consulting, it is forbidden for the client to multiply, publish or use in any way the views, notes, opinions, contracts, documents, slides and all other intellectual activity in any form whatsoever established by Stardust Consulting, except with the prior written consent of Stardust Consulting.

Article 9: Applicable Law and Competent Jurisdiction

§1. All contracts and service agreements between Stardust Consulting and the customer are fully subject to Belgian law.

§2. The parties settle their disagreements preferably amicably.

§3. The courts of the judicial district of Liège, on which the head office of Stardust Consulting depends, have exclusive competence in case of litigation.

Article 10: Saving Clause

The invalidity or illegality of one of the clauses provided for in the specific and general conditions of sale does not entail any invalidity or nullity of the other conditions of the contract concluded between the parties - clauses remaining fully applicable.