

**ISEA NV**

Koningsstraat 154-158, 1000 Brussel  
BTW BE 0507.587.934  
RPR Brussel

**Contact**

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**Gemeente De Panne**

Aan de heer Bram Degrieck  
Burgemeester De Panne  
Zeelaan 21  
8660 De Panne

## Klant

**Gemeente De Panne**

Zeelaan 21, 8660 De Panne  
BTW BE 0207.434.597  
Contact: Mevr. Ann Mouton  
Algemeen Directeur  
Tel: 058 429780  
E-mail: algemeen.directeur@depanne.be

**Klant ID**

Gemeente De Panne

**Offertedatum**

22/04/2020

**Geldig tot**

6/05/2020

## Offerte

Omschrijving	BTW	Aantal	Prijs
Verhuur van een technische oplossing voor de terbeschikkingstelling aan de PZ Westkust van live thermisch & visueel beeld van strand en duinen ter hoogte van de Belgisch-Franse landsgrens, voor de duur van vier maand ingaand op de datum van oplevering	21%	1	€ 30.000,00

## Dit omvat:

- Verhuur van een AXIS Q8742-LE netwerkcamera
- Terbeschikkingstelling van opstellocatie, lokale voeding en data-aansluiting voor de camera
- Private dataverbinding tussen het opstelpunt en het gebouw van de PZ Westkust (Ter Duinenlaan 34a, 8670 Koksijde)
- Mogelijkheid tot aanloggen op applicatie voor beeldweergave en -aansturing via PC met webbrowser (PC niet inbegrepen)
- Inclusief installaties en plaatselijke bekabeling bij opstelpunt en PZ-gebouw
- Inclusief integratie en configuratie, i.e. oplevering en hand-over van werkende oplossing
- Best effort ondersteuning (kantooruren, werkdagen) in functie van beschikbaarheid en Corona-beperkingen

<b>Subtotaal</b>	<b>€ 30.000,00</b>
Belastbaar	€ 30.000,00
BTW 21%	€ 6.300,00
<b>TOTAAL</b>	<b>€ 36.300,00</b>

**Opmerkingen**

- Indien aankoopbeslissing uiterlijk tegen donderdag 23/04/2020 12u00 dan kan oplevering in week van 27/04/2020-1/05/2020, zo niet oplevering ten vroegste vanaf week van 25/05/2020 (wegens feit dat de huidige optie van iSea op een direct beschikbare camera vervalt)
- Installatie vereist toegang tot PZ-gebouw voor bekabeling en plaatsing van compacte straalverbinding op het dak
- Deze offerte betreft een geïntegreerde oplossing voor captatie en doorzenden van beelden; technische uitrustingen voor opslag, bijhouden en achteraf raadplegen van beelden zijn niet inbegrepen, maar kunnen door de klant zelf worden voorzien waar de beelden toekomen conform toepasselijke regelgeving.
- Terbeschikkingstelling van apparatuur impliceert geen eigendomsoverdracht, louter de toekenning van een tijdelijk, niet-exclusief en niet-overdraagbaar gebruiksrecht; iSea NV behoudt zich het recht voor om ter beschikking gestelde uitrustingen bij stopzetting van de dienstverlening te recupereren.
- Eventueel vereiste cameravergunningen en -aangiften zijn verantwoordelijkheid van de klant, alsook het plaatsen van aankondigingen en pictogrammen.
- Facturatie zal gebeuren in twee stappen: (1) 60% bij bestelling, (2) 40% bij oplevering van een werkende dienst
- Geen verplichtingen na de gebruiksperiode van 4 maand, i.e. vrije keuze om dienstverlening te stoppen of voort te zetten
- Een afzonderlijke verwerkingsovereenkomst zal worden opgesteld tussen de PZ Westkust en iSea NV teneinde integrale conformiteit met de Algemene Verordening Gegevensbescherming (AVG) te garanderen.
- Voor het overige zijn de Algemene Verkoopvoorwaarden van toepassing.

## ISEA GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions (the "Conditions") apply to all contracts concluded with iSea NV with registered office at Metrologielaan 10, B-1130 Haren, Belgium, and enterprise number 0507.587.934 (the "Supplier"), unless the customer (the "Customer") and the Supplier have explicitly agreed otherwise through a separate written and signed agreement. The Customer can under no circumstances invoke his own terms and conditions.

### Article 1 Services and contracting

1.1 The Conditions apply to all services provided by the Supplier (the "Services"), including but not limited to, the provision of advice, the execution of projects, the provision of recurrent data services, the reporting of real-time as well as historical location, status, movement, monitoring and/or communications data, the provision of communication services, the provision of remote control services, the provision of goods and equipment as part of any of the aforementioned services.

1.2 Services are provided based on a contract (the "Contract"), which is concluded either through a separate written and signed agreement between Customer and Supplier, or at the time of confirmation of the Customer order by the Supplier as referred to in article 2.2.

1.3 Services are provided as set out in the Contract or on the front of the invoice.

### Article 2 Offers and orders

2.1 Unless expressly agreed otherwise, the offers of the Supplier shall only be valid for two months from the date of the offer.

2.2 A Customer order shall only be binding for the Supplier if it is confirmed in writing by the Supplier. The start of the execution of the order by the Supplier shall be considered as a confirmation by the Supplier, unless it is subject to conditions or agreed otherwise. The execution of a Customer order shall however be carried out in accordance with the Conditions.

2.3 Orders taken by a representative or an employee of the Supplier shall be valid only if they are confirmed in writing by a person that has the authority to bind the Supplier in this respect.

### Article 3 Price

3.1 Prices are the prices as set out in the Contract.

3.2 Apparent and/or obvious errors in the prices can be corrected also after issuing the related offer or conclusion of the Contract.

3.3 If the fixed and/or variable costs of the Supplier to provide the Services were to increase by more than 3%, either individually or combined, the Supplier undertakes to notify the Customer thereof in writing and to negotiate a price adjustment that is commensurate to said cost increase. The Customer undertakes to make all reasonable efforts to participate in such negotiations.

3.4 Prices are exclusive of VAT and other taxes. Any increase in the rate of VAT or other taxes in the period between ordering and delivery shall be borne by the Customer.

### Article 4 Invoicing

The Supplier addresses the invoice, for the amount agreed upon and increased with the VAT (if applicable), to the Customer's registered office, unless other invoicing address and/or details have been specified by the Customer, in which case the latter are used.

### Article 5 Payment

5.1 The Supplier's invoices are payable at the registered office of the Supplier within 30 calendar days following the invoice date, in cash on such bank account as indicated thereon (including any costs, taxes, duties or other levies), unless indicated otherwise on the invoice or agreed otherwise.

5.2 In case of entire or partial non-payment of an invoice on the due date, the Supplier is automatically entitled, without prior notice, to a fixed compensation of 12% of the total invoice amount with a minimum of EUR 100.00, and an interest of 12% of the unpaid invoice sum, without prejudice to the Supplier's right to claim a higher compensation in case the incurred damages exceed the aforesaid amount.

5.3 In case of entire or partial non-payment of an invoice on the due date, all other debts or invoices not yet due on the part of the Customer shall become automatically and immediately payable. In such event, the Supplier reserves the right to suspend the execution of all Services, without giving prior notice or paying any compensation to the Customer.

5.4 Invoices must be objected by the Customer to the Supplier by registered mail within eight (8) calendar days following receipt of the invoice, clearly and exhaustively enumerating the reasons of the objection. Upon expiration of such term, the relevant invoice shall be considered accepted by the Customer and no further complaints shall be accepted by the Supplier. Objection of the invoice does not suspend the payment obligation of the Customer.

5.5 In the event that the Contract includes purchases of any materials, goods, devices or immaterial items by the Customer, any such items delivered to the Customer remain property of the Supplier until the Customer has fulfilled all obligations under the Contract, including payment.

### Article 6 Order cancellation

6.1 Even if the Customer's order has not yet been confirmed by the Supplier, any cancellation of an order shall be made in writing.

6.2 In case of order cancellation before expiry of 25%, 50% or 75% of the delivery period, the Customer shall owe the Supplier a compensation of respectively 15%, 30% or 50% of the order price, including for, among other things, preliminary work. The foregoing compensation shall apply without prejudice to the right of the Supplier to claim higher damages if the actual loss is proven to be higher.

### Article 7 Suspension and termination

7.1 In the event of non-payment on the due date, in the event of default, for any reason whatsoever, or in the event of non-compliance with any contractual obligation, the Supplier shall be entitled to unilaterally suspend the execution of all ongoing orders/obligations until the Customer has complied with all obligations, after notice of default has been served to the Customer and if the Customer has failed to remedy any such default within eight calendar days, without this giving rise to any claim for damages on the part of the Customer, and without prejudice to the right of the Supplier to claim damages.

7.2 Without prejudice to any other right or remedy which may be available under these Conditions or by law, the Supplier shall be entitled to unilaterally terminate the Contract with immediate effect, without any notice period or any compensation, and without further proof of default:

- if the Customer commits a breach of the Contract and/or the Conditions and fails to remedy such breach within eight calendar days after notice of breach has been served to the Customer;
- if the Customer ceases to do business or terminates its business operations;
- if the Customer has become insolvent or declared bankrupt, has been dissolved, entered into liquidation, or has filed a voluntary petition for proceedings in temporary relief (or composition) of creditors;
- if the Customer makes use of the Services for fraudulent practices or in bad faith;
- in any other circumstance in which it can no longer be reasonably required from the Supplier to continue performing the Services.

7.3 In case of suspension or termination pursuant to Article 7, the Customer undertakes to indemnify and hold harmless the Supplier for any damages or costs incurred. All debts or invoices not yet due on the part of the Customer shall become automatically and immediately payable.

### Article 8 Guarantees

If the confidence of the Supplier in the creditworthiness of the Customer is shaken as a result of late payment or default, judicial enforcement actions against the Customer and/or other demonstrable events which call into question and/or undermine the confidence in the proper performance of the Customer's obligations, the Supplier reserves the right to demand appropriate guarantees from the Customer. If the Customer refuses to comply with such demand, the Supplier reserves the right to cancel the Contract in whole or in part, even if the Services have already been delivered in whole or in part. In such a case, the amount referred to in Article 6.2 shall be payable as compensation, without prejudice to the payment of any partial delivery already made.

### Article 9 Intellectual Property

9.1 For the purpose of this article, Intellectual Property Rights ("IPR") shall mean, without limitation, (i) all expertise, know-how, software, databases, trademarks, trade names, corporate names, patents, copyrights, associated rights, designs, models, drawings, trade secrets and other intellectual property rights, whether registered or not, used or owned by the Supplier and/or its suppliers or subcontractors, (ii) all registrations or applications to obtain or keep such intellectual property rights, (iii) all tangible and intangible rights resulting from these intellectual property rights or related licence agreements, and (iv) the right of use of the internet and dedicated sites and domain names.

9.2 The Customer acknowledges that the Supplier's rights, titles and interests to and in the IPR used on or in relation to the Supplier's Services, products and business as well as the goodwill associated therewith are and remain exclusive property of the Supplier and/or that of its suppliers or subcontractors, as the case may be. The Customer accepts that it is only permitted to use the IPR as set out in, and during the term of, the Contract (including the Conditions).

9.3 Nothing in the Contract (including the Conditions) shall be construed, by implication or otherwise, as a grant, transfer or conveyance of license, right, title or interest to or in any product or Service provided by the Supplier, or to or in any trademark, trade name, or any other intellectual property right of the Supplier and/or its suppliers or subcontractors, as the case may be.

### Article 10 Non-competition

10.1 Subject to applicable law and for the purpose of the protection of the clientele and business of the Supplier, during the term of the Contract and for a period of twelve months after termination of the Contract, The Customer shall not, and shall cause any of its subsidiaries, affiliates, as well as any of its employees or consultants involved in the Services, not to directly or indirectly:

- be employed by or render any services to any person, firm or corporation engaged in any business similar to the provided Services and competitive with the business of the Supplier or of any of its subsidiaries or affiliates;
- engage in or develop such business on his own account; or
- take interests in any such business, directly or indirectly, as an individual, partner, shareholder, director, officer, principal, agent, trustee, consultant or any other business, capital or commercial relationship or capacity.

10.2 During the term of the Contract and for a period of twelve months after termination of the Contract, the Customer undertakes not to hire persons involved in the provision of Services and/or the execution of the Contract, nor to engage, either directly or indirectly, in any cooperation with such persons.

10.3 The obligations in this Article 10 shall apply worldwide and shall apply unless with prior written consent of the Supplier.

### Article 11 Liability of the Supplier

11.1 The Supplier shall have no liability arising out of or in connection with the Contract (including the Conditions), unless such liability is a result of an intentional fault or gross negligence of the Supplier.

11.2 The Supplier shall not be liable for any other failure to perform the Services, including, without limitation, as a result of acts or omissions from any third parties (e.g. telecom or satellite providers, hosting providers, subcontractors, suppliers), or the incorrect, improper or illegal use of the Services by the Customer.

11.3 In the event that the Supplier is held liable for any damages (without prejudice to the provisions of Article 11), such liability is limited to the amounts effectively paid by the Customer in relation to the Services pertaining to which the liability has arisen. Should the damage be covered by the Supplier's insurance, the liability of the Supplier is in any event limited to the amount actually paid by its insurer.

11.4 The Supplier is not liable for indirect damages, including but not limited to consequential damages, lost profit, financial or commercial losses, loss of production, increase in overheads or administrative costs, loss or damage of data, loss of contracts, immaterial damage, loss of customers or damage to third parties.

11.5 If the Service relates to the collection, transfer, processing and display of technical data, such data shall be deemed to be collected, transferred, processed and displayed "as is", i.e. while the greatest care has been taken in collecting, transferring, processing and displaying the data as received, the Supplier cannot guarantee the accuracy of the data content and can in no way be held liable for that content.

11.6 The Supplier cannot be held liable for errors in the execution of the Service that are due to incorrect or faulty information provided by the Customer. The Supplier shall in no case be required to question, check or correct the information provided by the Customer. The Customer shall indemnify and hold harmless the Supplier from and against all and any claims and damage arising from incorrect or faulty information provided by the Customer, even if attributable to third parties.

11.7 The Supplier shall be legally released of, and not obliged to comply with, any obligation vis-à-vis the Customer in case of an event of force majeure including but not limited to explosion, fire or flood, protests, riot, civil commotion, acts of terrorism, governmental actions or actions from customs authorities, lock-outs, traffic circulation problems, strikes or other industrial action, import or export restraints, embargo, equipment damages, theft, storm or other exceptional weather conditions, hijacking, collision or sinking of a vessel, and any event which prevents the normal supply of the Services, as well as similar circumstances that affect the Supplier's subcontractors or suppliers. During such event of force majeure, the obligations on the part of the Supplier are suspended for a period equal to the period during which the event of force majeure exists.

### Article 12 Liability of the Customer

12.1 The Customer guarantees that the Services provided by the Supplier shall be used only for lawful purposes and practices, and shall indemnify the Supplier for any claims and damages caused by any act or omission of the Customer in that respect.

12.2 The Customer shall indemnify the Supplier for any damages (including reputational) caused by any act or omission, as a result of or in connection with any breach of the Contract and/or the Conditions.

12.3 The Customer undertakes, within the framework of the Service, to respect the intellectual property and other rights of third parties and to comply with all applicable laws and regulations governing the Services, including but not limited to any construction or building regulations, environmental regulations, antenna regulations, radio communications regulations, privacy regulations, work regulations, safety and protection regulations, customs regulations, maritime regulations. This responsibility includes obtaining any applicable permits or authorisations. The Supplier disclaims all responsibilities for infringements on any regulations and obligations that may be applicable to the use of the Services by the Customer. Any penalties related to such infringements claimed directly or indirectly to the Supplier will be for account of the Customer. In case Supplier properties would become the subject of seizure by any third party due to such alleged infringement, then the Customer shall indemnify the Supplier for the non-availability or loss of any seized property, including reasonable attorney and/or administrative fees to obtain the release of any seized property.

### Article 13 Changes

The Supplier may modify or complete the Conditions at any time by giving a fifteen calendar days' notice, including the modified or completed Conditions, to the Customer. In addition, the Customer shall be able to consult and shall be responsible for consulting the applicable Conditions on the back of the invoices.

### Article 14 Miscellaneous

14.1 In the event that one or more of the provisions of the Contract (including the Conditions), shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of the Contract, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein. In such case, and without prejudice to the Supplier's rights under Article 13, the parties shall make every effort to negotiate a valid and enforceable Contract in lieu of the ineffective provision, which reflects as closely as possible the provision which has become ineffective.

14.2 Failure or delay by the Supplier in enforcing or partially enforcing any provision of the Contract, including the Conditions, shall not be construed as a waiver of any of its rights under the Contract or the Conditions.

14.3 Without prejudice to the right to subcontract or delegate, the Customer may not assign or transfer any of its rights or obligations without the prior written consent of the Supplier.

14.4 The Supplier is and will remain at all times an independent contractor to the Customer in the performance of the Services. Nothing in the Contract shall be deemed to create a partnership, agency relationship, joint venture or similar relationship between Customer and Supplier, or any of their respective employees, representatives or agents.

### Article 15 Applicable law and jurisdiction

15.1 All Contracts to which the Conditions are applicable, as well as all other agreements resulting therefrom, shall be interpreted in accordance with, and governed by, the laws of Belgium, without regard to the conflicts of law provisions thereof.

15.2 All disputes arising out of or in connection with the Contracts subject to the Conditions, as well as all other agreements resulting therefrom, which cannot be settled in an amicable manner within a period of 30 calendar days following the request of the Supplier or the Customer to amicably resolve such dispute, shall be finally settled by the competent Courts of Brussels, Belgium.