

1. GENERAL

These Terms and Conditions ("Terms") are entered into by and between HEX-RAYS SA ("HEX-RAYS"), a corporation organized under the laws of Belgium, having its principal place of business at Rue Rennequin Sualem 34, 4000 LIEGE, BELGIUM (VAT BE 0873.473.914) and you ("Customer") - together the Parties, or indistinctly a Party - for Products and Services, unless HEX-RAYS and Customer enter into or have entered into another agreement (including but not limited to a written, click-wrap, click-and-accept or electronic agreement) regarding the purchase and/or license of the specific HEX-RAYS Products or Services being purchased and/or licensed and such agreement is in effect at the time the applicable Purchase Order is received by HEX-RAYS ("Existing Agreement"), in which case the terms and conditions of such Existing Agreement shall govern the purchase and license of those HEX-RAYS Products or Services.

By accepting the Terms, the Customer agrees that any other conditions, otherwise different or contradictory to these Terms will not be valid, regardless of the way and/or timing of the communication of those other conditions and even if those conditions are not immediately challenged by HEX-RAYS.

2. ORDERS AND PRICE QUOTES

Unless otherwise stated, listed Prices are indicative only. Our Prices are public and may be subject to modification without warning. Due to the confidential and sensitive nature of our Products and Services, we screen the would-be Customers, and may refuse to sell in certain cases. Therefore, HEX-RAYS is not bound by the acceptance of an offer by the Customer. HEX-RAYS is only bound at the moment of the validation of the acceptance by HEX-RAYS. Orders must be placed in writing. HEX-RAYS will not take into account any claim for an order placed verbally, without any written confirmation to us.

3. SALES

Unless otherwise stated in a written agreement, all our sales and/or license supplies are final, and we do not provide refunds.

4. DELIVERY TIME & SHIPPING

Delivery time is purely indicative. HEX-RAYS will not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products and/or Services.

All shipping costs are borne by the Customer. HEX-RAYS' responsibility ends when the shipment is handed over to our carrier. It is up to the Customer to verify the good condition of the shipment upon reception. In case of damages, the Customer must immediately warn the carrier and refuse delivery. HEX-RAYS will not be held responsible if the Customer fails to spot damages and refuse delivery.

In case of electronic delivery (direct download or other electronic means), HEX-RAYS will not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any software/hardware/telecommunication network failures or dysfunction of any kind (including, but not limited to, bugs, security issues, viruses, phishing, additional telecommunication costs, traffic diversion...).

5. LIABILITY

HEX-RAYS shall provide its best efforts to ensure that the Services shall be performed and Products shall be provided using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

HOWEVER, PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, BUGS, SECURITY ISSUES, VIRUSES...). HEX-RAYS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HEX-RAYS DOES NOT GUARANTEE THE PRODUCTS AND/OR SERVICES, AS WELL AS ANY ACCOMPANYING MATERIALS, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY.... THE CUSTOMER BEARS ALL RISKS AS TO THE RESULTS AND PERFORMANCE OF THE PRODUCTS AND SERVICES AND WRITTEN MATERIALS. BY PLACING AN ORDER AND AGREEING ON THE TERMS, THE CUSTOMERS ACKNOWLEDGES THAT HE IS CLEARLY AND FULLY INFORMED OF ALL ASPECTS, RELEVANT FOR HIM, OF THE PRODUCTS AND SERVICES. ANY LIABILITY OF HEX-RAYS IN RESPECT OF ANY CLAIM, WHETHER OR NOT ARISING OUT OF NEGLIGENCE, SHALL BE LIMITED TO THE PRICE PAID BY THE CUSTOMER TO WHICH THE CLAIM RELATES. IN NO EVENT SHALL HEX-RAYS BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF PROFITS, DATA LOSS, REPUTATIONAL DAMAGES... OR FOR ANY OTHER INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER. THIS SHALL APPLY EVEN WHERE SUCH A LOSS WAS REASONABLY FORESEEABLE OR HEX-RAYS HAD BEEN MADE AWARE OF THE POSSIBILITY OF THE CUSTOMER INCURRING SUCH A LOSS.

6. PAYMENT

Unless otherwise stated in a written agreement, payments shall be made net 30 from the invoice date. All payments must be made to our bank account provided in the invoice. The payments must arrive in full and all bank fees must be paid by the Customer. HEX-RAYS shall be immediately and fully entitled to charge interest on overdue invoices from the date when payment becomes due. The annual interest rate is 12%, with the minimum of 50 EUR.

7. APPLICABLE LAW, LANGUAGE AND JURISDICTION

The validity, interpretation, and performance of these Terms shall be controlled by and construed under the laws of Belgium, as if performed wholly within Belgium and without giving effect to the principles of conflicts of law. The Belgian courts of Liège shall have exclusive jurisdiction over any claim arising thereunder. Procedure shall be held in French, notwithstanding the language of the Terms. The Parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. Notwithstanding the foregoing, either Party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.