



Company .....  
Mrs/Mr Firstname Lastname .....  
Address .....  
Country Code - PLZ-City .....

Town, Month Day, Year

**Project title**

Dear Ms/Mr Name,

With reference to your request / our discussion dated xxx, the **PHABULOuS Pilot Line Association (PPLA) and .....**(the prime) are pleased to submit to you the following:

**1. Quotation**

PPLA reference Nr: xxx-yyy.zzzz revx  
Validity: xxx months  
Contact person(s) at PPLA: xxx  
Contact person(s) at the prime: xxx  
Contact person(s) at the client: xxx

## 2. Project description

### 2.1. Introduction

### 2.2. Tasks (Work Packages)

## 3. Project duration

### 3.1. Start

### 3.2. Planning

### 3.3. Completion

## 4. Deliverables

## 5. Pricing

### 5.1. Price

Prices for the various Work Packages:

- ...: YYY EUR xxx
- ...: ZZZ EUR xxx

Total EUR xxx

Ex works Town, VAT not included.

### 5.2. Subsidies

- Total EUR xxx

### 5.3. Payment plan

Total due by customer at acceptance EUR xxx

- At receipt of the order EUR xxx payable immediately on receipt of invoice
- At end of ... EUR xxx payable at 30 days net
- At end of ... EUR xxx payable at 30 days net

## 6. Commercial conditions

The enclosed **PHABULOuS Pilot Line Association** Contractual Terms and Conditions apply.

We hope that our quotation meets with your requirements and remain at your disposal for any further information you may need.

Looking forward to your reply.

Yours sincerely,

Name1

Name2

Title1

Title2

Enclosure(s): as mentioned



## **Service Delivery Agreement**

### **Contractual Terms and Conditions for Pilot Cases**

#### **1 SCOPE**

1.1 These contractual terms and conditions, unless modified or supplemented by a written agreement, apply in full to the contracts resulting from an order given by a customer in the pilot case program of the **PHABULOuS Pilot Line Association** (“**Association**”) or resulting from the acceptance by the customer of a quotation of the **PHABULOuS Pilot Line Association** (acting as executing broker) **and one of his members as Prime contractor (“Prime”)** regarding production and/or service deliveries.

#### **2 OFFER AND QUOTATION**

2.1 Unless otherwise stated therein, an offer is valid for 30 days from the date of the quotation.

2.2 The offers or quotations made by the Association and the Prime are confidential and only persons actually entrusted with the matter may have access to them.

2.3 The Association and the Prime, who make the offer, reserve its copyright and ownership on all documents furnished in whatever form including, but not limited to, reports, schemes, plans, drawings and layouts. The customer shall not make them available to third parties or copy them without prior written permission of the Association and the Prime. Such documents must be returned to the Association or to the Prime on their request.

#### **3 PROJECT ORGANIZATION AND EXCHANGE OF INFORMATION**

3.1 Each party shall appoint its project manager, who will be responsible for the liaison between the parties. The project managers will organize regular meetings and keep throughout the progress of the Project a complete file of documents such as discussion notes, minutes of meetings etc. The customer will be deemed to have accepted the minutes unless he informs the Association and the Prime of its non-acceptance in writing within 10 days of receipt.

#### **4 DEADLINES**

4.1 Respect of deadlines implies that the customer on his part punctually fulfils its obligations, especially as regards communicating specifications, results of tests etc. A delay is justified upon the occurrence of unforeseen circumstances or causes beyond the control of the Association or the Prime. In case of a delay in execution, the customer will be immediately informed.

## **5 MODIFICATIONS**

5.1 Any modification that alters the statement of work, milestones, costs or the deliverables, is subject to written agreement between the parties prior to the modification becoming effective. Any such modification agreed in writing by the parties shall be inserted as an amendment to the Project.

## **6. PRICES AND TERMS OF PAYMENT**

6.1 Unless provided otherwise, the prices are stated in Euros (EUR). Costs for handling, packing, insurance and transport, including shipment risks, customs taxes or VAT, if applicable, are at the expense of the customer.

6.2 Invoices are to be settled net within 30 days of receipt.

6.3 Provision regarding costs and risks of moving goods to destination are specified in the quotation.

## **7 ACCEPTANCE AND REJECTION**

7.1 Upon receipt of each deliverable as defined in the Project, the customer shall verify it and give written acceptance or rejection of the deliverable within thirty (30) days unless otherwise stated in the Project. If no written rejection is received within the acceptance period, the relevant deliverable will be considered accepted.

7.2 If a deliverable is rejected, the customer shall give notice of the rejection within the acceptance period mentioned in article 7.1, with a description of the alleged defect(s). If the defect is attributable to the Prime and/or its subcontractors, the customer will allow the latter a reasonable period of time to remedy the defect free of charge.

7.3 If after remedy the customer is still not able to accept the deliverable, he may terminate the contract. In such case the customer shall have no obligation to pay for the relevant deliverable except for his obligation to pay the charges due for previously completed and accepted deliverables.

## **8 WARRANTY AND LIABILITY**

8.1 The Prime together with its subcontractors will perform its obligations under the contract to the best of its ability with its customary diligence and on the basis of the latest scientific and technological developments known to it.

8.2 The Prime together with its subcontractors will be liable for any direct damages resulting from wilful fault or gross negligence on the part of their employees. To the extent permitted by law, they accept no further responsibility, in particular for consequential damages such as but not limited to financial or commercial losses, loss of profit, increase of general costs, loss of customers or market share.

## **9 CONFIDENTIALITY**

9.1 All information of whatever nature and in whatever form that has been disclosed by one party to the other in connection with, or in pursuance of the Project, especially know-how and all information or results obtained within the Project (hereafter: "Confidential Information") shall be handled in a confidential manner provided that such written information is clearly and conspicuously marked as proprietary or confidential and that such oral or visual information is designated as proprietary or confidential upon disclosure. Each party undertakes not to communicate and not to divulge to third parties Confidential Information received from the other party nor to use such Confidential Information for any purpose other than the execution of the contract.

9.2 Furthermore, each party agrees that it will restrict the access to Confidential Information received from the other party to those of its employees, who need to be informed for the execution of the Project. Each party shall take all necessary and useful measures in order to protect the Confidential Information received from the other party with the same degree of care as it uses for the protection of its own proprietary and confidential information, but at least with a reasonable degree of care. Each party undertakes not to duplicate or otherwise reproduce Confidential Information except for such copies as the receiving party may require for the Purpose as aforesaid, provided that all copies shall contain the same proprietary and confidential notices and legends as appear on the original Confidential Information. Each party undertakes not to reverse-compile, reverse-assemble or reverse-engineer Confidential Information or any part thereof.

9.3 The foregoing obligations shall not apply to any Confidential Information, which the receiving party can prove (a) was known to it prior to disclosure by the disclosing party, (b) was rightfully received from a third party without any obligation of confidentiality, (c) is already available to the public or becomes available to the public through no breach of the Agreement by the Receiving Party or (d) is the result of independent developments undertaken by the Receiving Party's personnel who had no access to such information.

9.4 Nothing in this paragraph shall be construed as granting any license or right to either party with respect to any Confidential Information of the other party.

9.5 These obligations relating to confidentiality will remain effective during the term of the Project and for a period of three (3) years after termination or expiry of the contract.

9.6 After termination of the contract, any and all Confidential Information related to the Project shall be returned to the disclosing party.

9.7 The customer agrees to be featured as pilot case on the website and that will disclose as a minimum the summary of the proposal. Publications that include more information are to be approved by the customer before publication.

## **10 INTELLECTUAL PROPERTY RIGHTS**

10.1 All intellectual and industrial property rights existing as of the coming into force of the contract or created either during the course of the work performed or outside of the framework of the contract shall remain with the originating party.

10.2 The customer may dispose freely of the results of the Project.

10.3 Inventions, findings and creations made within the framework of the Project by either party shall be the property of the originating party, which shall be entitled to apply for patent protection and hold title to any patent issued thereon in its own right.

10.4 If, in the course of carrying out work on the Project, the parties to the contract jointly make an invention, finding or creation, the arrangement for applying for a patent shall be agreed between the parties on a case-by-case basis. Unless otherwise agreed, the parties will be joint owners of the said patent. In this case, as long as any such patent is in force, each party shall be entitled to use the patent without restraint.

## **11 FORCE MAJEURE**

11.1 The Association and the Prime (together with its subcontractors) shall not be liable for any failure of or delay in the performance of its obligations under the contract if such failure or delay is caused by reason of Force Majeure.

11.2 Force Majeure shall be understood to mean and include failure or delay caused by unforeseen circumstances or to causes beyond the reasonable control of the Association or the Prime (including its subcontractors), including but not limited to total or partial suspension of activity of their suppliers, mobilization, war, riots, fire, import or export blocking or a considerable raise in customs taxes.

## **12 TERM**

12.1 The contract shall become effective upon receipt of the customer's order and shall be valid until each and every obligation of the contract is performed completely and until the definitive settlement of any account and/or litigation between the parties.

## **13 GOVERNING LAW AND JURISDICTION**

13.1 This contract shall be governed by and construed in accordance with the substantive laws of Belgium.

13.2 The parties agree to first endeavour to settle amicably any dispute arising from the execution or interpretation of this contract. In the absence of an amicable agreement, the ordinary courts shall resolve such dispute. The place of jurisdiction shall be the place of the defending party's registered offices.