
General Terms and Conditions of Sale

Open Field S.A.

v_06.2026

1. SCOPE OF APPLICATION

Open Field S.A. (hereinafter "Open Field") provides consulting services to its clients (the "Clients" or the "Client").

These General Terms and Conditions of Sale apply to all engagement letters (the "Engagement Letter"), also commonly referred to as service proposals (the "Proposal"), each referred to as an "Offer", and govern the contractual relationship between the Client and Open Field in connection with the consulting and IT services provided by Open Field.

In addition to these General Terms and Conditions, special conditions as agreed between the Client and Open Field may apply. The Client's own general terms and conditions shall not be binding upon Open Field in any manner whatsoever.

2. SERVICE PROPOSALS AND ENGAGEMENT LETTERS

Offers do not constitute a commitment on the part of Open Field. They are deemed accepted by the Client upon signature and are valid for a period of thirty (30) days. An accepted Offer constitutes Open Field's engagement and triggers the application of these General Terms and Conditions of Sale.

The prices set out in the Offers relate solely to the services described therein and exclude any additional services. The price included in the Offers is estimated on the basis of the information provided by the Client. Should such information prove to be false or incomplete, Open Field shall be entitled to modify the scope of its engagement and, accordingly, the price of the services.

3. PROVISION OF SERVICES

The performance of the engagement is subject to Open Field being granted unrestricted access to all information and/or documentation necessary for that purpose. Furthermore, the performance of the services is subject to the Client fulfilling its obligations as described hereinafter.

The services to be provided by Open Field shall be limited to those covered by the engagement. In performing the services, Open Field shall be bound only by an obligation of means. Under no circumstances shall Open Field be bound by an obligation of result.

In performing the services, Open Field may engage third-party assistance and/or partially delegate the performance of the services to third parties, provided that the Client is notified in writing.

4. CLIENT OBLIGATIONS

The Client agrees to cooperate fully with Open Field and to provide, without restriction and in a timely manner, all information and documentation necessary to enable Open Field to fulfil its obligations under the engagement and these General Terms and Conditions.

The Client undertakes to make all reasonable efforts to ensure that the information and/or documentation provided to Open Field is accurate and not misleading, and agrees that the engagement shall be carried out on that assumption. The Client shall communicate its instructions to Open Field exclusively in writing.

5. PAYMENT TERMS

Open Field's invoices are issued in accordance with the laws of the Grand Duchy of Luxembourg and are payable within thirty (30) days of the invoice date. Fees shall be invoiced in euros.

In the event of non-payment within thirty (30) days, statutory interest, contractual penalties and other charges shall apply in accordance with the amended Law of 18 April 2024 on payment periods, and in particular its Article 3. Compound interest (anatocism) shall apply.

Any failure to pay that results in collection proceedings shall give rise to a contractual penalty equal to 15% of the outstanding principal amount at the time collection proceedings commence.

Open Field may retain all documents, media, materials and deliverables already produced until all outstanding amounts have been paid in full. After one month from the date of invoicing, invoices shall be deemed accepted by the Client and may no longer be disputed.

6. LIMITATION OF LIABILITY

Open Field's liability shall be limited to direct damages arising from the performance of the engagement and suffered by the Client. Only damages resulting from the wilful misconduct and/or gross negligence of its employees or from gross fault shall be eligible for compensation.

In the event of Open Field's liability being established, the maximum amount of damages shall be limited to the amount of fees agreed for the performance of the engagement in question, unless the loss suffered by the Client is the direct and immediate consequence of gross or wilful misconduct on the part of Open Field.

7. TERM AND TERMINATION

These General Terms and Conditions enter into force on the date of signature of the engagement. The engagement shall continue until its completion, unless the Client notifies Open Field in writing of early termination. Any termination without valid justification shall not affect Open Field's right to full remuneration and compensation.

Open Field reserves the right to terminate the engagement at any time and without written notice in the event of the Client's breach of its legal, regulatory, contractual or statutory obligations.

8. CONFIDENTIALITY

Open Field and the Client may have access to confidential information. Any contractual document or information presented as such by either party (the "Confidential Information") shall be treated as confidential. Each party shall take all reasonable measures to maintain the strict confidentiality of the Confidential Information and shall not disclose it to any third party without the prior written consent of the other party.

Confidential Information shall not include: (i) information already in the possession of the receiving party without any obligation of confidentiality; (ii) information disclosed by a third party; (iii) information in the public domain; and (iv) information independently developed by the receiving party.

9. DATA PROTECTION

In providing its services, Open Field collects and stores the Client's personal data in accordance with the GDPR (Regulation (EU) 2016/679) and any other applicable data protection legislation in the Grand Duchy of Luxembourg.

In accordance with the GDPR, the Client has the right to access, rectify or erase their personal data. To exercise these rights: gdpr@openfield.eu. In the event of an unresolved dispute, you have the right to lodge a complaint with the Commission Nationale pour la Protection des Donnees (1, avenue du Rock'n'Roll, L-4361 Esch-sur-Alzette).

10. AMENDMENTS

Open Field reserves the right to amend any provision of these General Terms and Conditions at any time. Amended General Terms and Conditions shall be communicated to the Client in writing, by email and/or by letter.

11. GOVERNING LAW AND JURISDICTION

These General Terms and Conditions and the contract shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg. Any dispute shall be subject to the exclusive jurisdiction of the competent courts of Luxembourg City, Grand Duchy of Luxembourg.

12. ACKNOWLEDGEMENT

The Client expressly accepts these General Terms and Conditions by signing the Offer or any other document referring thereto.