# Odoo Terms of Sale

**Note:** Last revision: September 12, 2023.

These General Terms of Sale govern the sale of products and services by Odoo S.A. and its affiliates (collectively, "Odoo S.A.") to the client. Additional terms may apply for services provided by Odoo S.A. (for example, the Enterprise Subscription Agreement). If these additional terms are inconsistent with the General Terms of Sale, the additional terms will prevail over these General Terms of Sale.

Please read these terms carefully before placing an order with Odoo S.A. By accepting an order with Odoo S.A., the client marks his acceptance with these terms.

The client explicitly waives its own standard terms and conditions, even if these were drawn up after these standard terms and conditions of sale. In order to be valid, any derogation must be expressly agreed to in advance in writing.

Our invoices are payable within 21 working days, unless another payment timeframe is indicated on either the invoice or the order. In the event of non-payment by the due date, Odoo S.A. reserves the right to request a fixed interest payment amounting to 15% of the sum remaining due. Odoo S.A. will be authorised to suspend any provision of services without prior warning in the event of late payment.

If a payment is still outstanding more than sixty (60) days after the due payment date, Odoo S.A. reserves the right to call on the services of a debt recovery company. All legal expenses will be payable by the client.

Certain countries apply withholding at source on the amount of invoices, in accordance with their internal legislation. Any withholding at source will be paid by the client to the tax authorities. Under no circumstances can Odoo S.A. become involved in costs related to a country's legislation. The amount of the invoice will therefore be due to Odoo S.A. in its entirety and does not include any costs relating to the legislation of the country in which the client is located.

For clients with a global presence, the applicable pricing is always based on the client location with the highest price list, unless otherwise specified in writing at the time of purchase.

Monthly Subscriptions are only available for hosting on the Cloud Platform (Odoo SaaS and Odoo SH). Payment of Monthly Subscriptions can only be made by credit card or an equivalent supported automatic debit method. Odoo S.A. reserves the right to refuse any Monthly Subscription that does not comply with these conditions.

Odoo S.A. undertakes to do its best to supply services in due time in accordance with the agreed timeframes. However, none of its obligations can be considered as being an obligation to achieve results. Odoo S.A. cannot, under any circumstances, be required by the client to appear as a third party in the context of any claim for damages filed against the client by an end consumer.

In order for it to be admissible, Odoo S.A. must be notified of any claim by means of a letter sent by recorded delivery to its registered office within 8 days of the delivery of the goods or the provision of the services.

To the maximum extent permitted by law, the aggregate liability of each party together with its affiliates arising will not exceed 50% of the total amount paid by the Customer under these terms during the 12 months immediately preceding the date of the event giving rise to such claim. Multiple claims shall not enlarge this limitation.

Odoo S.A. reserves the right to modify these terms at any time without prior notice. The client will be subject to the terms in force at the time of acceptation of those terms.

All our contractual relations will be governed exclusively by Belgian law. Moreover, any dispute that may arise will be subject exclusively to the jurisdiction of the courts of the Nivelles arrondissement (Belgium).