

# GENERAL TERMS AND CONDITIONS OF BUSINESS

## 1. Area of application

- 1.1 Deliveries, services and offers are solely subject to our General Terms and Conditions of Business.  
We will not accept any terms and conditions from the purchaser's side.
- 1.2 Any exceptions to our General Terms and Conditions of Business will only be valid if approved in writing by us.

## 2. Offers and conclusion of contracts

- 2.1 Offers are subject to alteration without prior notice and agreement.  
Orders are to be confirmed in writing from both us and the client and are legally binding. Any additions, modifications or collateral agreements are also to be agreed in writing.
- 2.2 Liability of drawings, pictures, proof sheets, films, measures, patterns, any necessary tools required for production, master stamps, etc required for special designs of all kinds, weights or any other units of performance are subject to an agreement in writing.
- 2.3 Offers are exclusive of freight costs and film costs, unless agreed to in writing.
- 2.4 Due to insolvency or credit-unworthiness of the purchaser or severe violations of his contractual agreement we have the right to withdraw fully or partially from the contract, unless an appropriate payment is made in advance by the purchaser.

## 3. Samples

- 3.1 We maintain the copyright and intellectual ownership of all product samples sent to the purchasers. This also applies if the purchaser buys the samples.
- 3.2 We are to be compensated if the purchaser executes an order with another producer after having received product samples for approval. We reserve the right to apply for injunction.
- 3.3 We are allowed to show samples at customers, shows and catalogues

## 4. Tools of all kinds, moulds, films, drawings, clichés

- 4.1 Tools of all kinds, moulds, films, drawings, any necessary tools required for production, master stamps, and clichés required for special designs of all kind and remain our property – irrespective if the purchaser contributes to the production costs.
- 4.2 Tools of all kinds, moulds, films, drawings, tools for production and artworks, master stamps and clichés, etc. required for special designs of all kinds will not be used in any way for other clients for a time period of 5 years starting from the order delivery date.
- 4.3 The moulds and clichés are to be stored for a time period of 5 years starting from the order invoice date .  
Digital data which is received via ISDN or e-mail for example will be erased after 12 months. This does not require the purchaser's agreement.

## 5. Proof Sheets, print

- 5.1 The production will commence once the purchaser has approved the proof sheet. Any later claims are to be excluded.
- 5.2 The printing techniques used are Flexo printing (for flexible packagings), Pad printing, Offset and Digital printing. Slight deviations from the print positioning are unavoidable due to technical grounds and are to be accepted by the purchaser.  
The print colours accepted are HKS or Pantone colours. RAL colours and CMYK digital printing can have a slight deviation The purchaser must accept slight deviations in the RAL/CMYK digital colours and any claims from the purchaser shall be excluded.
- 5.3 For manufacture of handcraft reasons (macarons), the logo may not be centered perfectly

## 6. Prices

- 6.1 Provided that no other agreements have been made, the offered price is valid for 30 working days from date of the offer. The prices stated in the order confirmation will be valid.
- 6.2 Prices are ex works. The V.A.T. applicable on the day of delivery is added to the prices.
- 6.3 Prices are exclusive of packaging, freight costs, moulding costs, film costs, drawings, clichés, additional costs for any necessary tools required in the production, costs for master stamps and special designs of all kinds, unless agreed in writing.
- 6.4 Prices do not contain design costs. Costs for design proposals, layouts etc. are to be agreed before placement of an order. We reserve the right to charge for design and layout costs.
- 6.5 We retain the copyright and intellectual ownership of all design and layout proposals, even if the purchaser's logo has been used. In case the purchaser performs the order with another supplier by using our design and layout proposals the purchaser agrees to compensate us for the damage. We reserve the right to apply for injunction. We are under no obligation to hand out our designs and layouts.
- 6.6 If the purchaser orders less than the quantity offered by ourselves then we have the right to add 10 % to the net price for this shortage.

- 6.7 The purchaser has to accept a tolerance of +/- 10 % to the ordered quantity, without change to the agreed prices. Quantity deviations may occur on technical grounds and the purchaser has no right to any supplementary deliveries.

## 7. Time of delivery and service

- 7.1 All dates and time limits are subject to change, unless agreed otherwise.
- 7.2 We are not responsible for any delays regarding delivery and service even if dates and time limits had been agreed due to Force Majeure or occurrences which severely impede or make delivery impossible – this also includes difficulties in gaining raw materials, breakdowns, strike, lock-out, official instructions etc., even if they occur with our suppliers or subcontractors. We are permitted to postpone the delivery date or service for the time of impediment plus a suitable initial time or to withdraw partially or completely from the contract for the up to that time unfulfilled delivery or service.
- 7.3 If the impediment lasts more than 3 months after the suitable additional time the purchaser may withdraw from the unfulfilled part of the contract.
- 7.4 We are authorized to make partial deliveries and perform partial services at any time.

## 8. Risk transmission

- 8.1 The risk transfers to the purchaser immediately the merchandise has been accepted by the forwarding agent or has left our premises to be shipped. If shipment is impossible through no fault of our own, the risk transfer to the purchaser with the information that the goods are ready for shipment.  
The purchaser is free to nominate a forwarding agent. If this is not the case, we are authorized to nominate the forwarding agency who work for us.

## 9. Warranty

- 9.1 The merchandise we supply is perishable. Only fresh products are delivered. The purchaser must consult us regarding the shelf life of the individual products. The minimum shelf life we state applies only if the goods are stored correctly.
- 9.2 Complaints must be made in writing by e-mail and  
are to be made within 3 days after receipt of the merchandise. In case of justified complaints we are required to redeliver new goods or to reduce the purchase price. Any further claims are excluded. The new goods will be delivered to the purchaser without delay at our expenses. The price reduction is determined by ourselves.
- 9.3 The stipulations above contain the entire warranty for our products and exclude any other warranty claims of any type.

## 10. Payment

- 10.1 Our invoices are payable before shipment
- 10.2 Payment is considered as having been made only when the amount is at our disposal.
- 10.3 If the purchaser should fall into payment arrears, we are entitled to add interest at a rate of 5 percentage points above the relevant basic discount rate.
- 10.4 Goods stay our property as long as they are not 100% paid
- 10.5 The purchaser is entitled to claim offsetting, retention or diminution, even when complaints or counter-claims have been raised, only if we have given our express consent in writing or if the counter-claims have been established as final.

## 11. Place of execution and jurisdiction, partial invalidity

- 11.1 Belgian law applies.
- 11.2 As far as legally authorised the place of execution and jurisdiction for any disputes that may arise between the parties out of their contractual relationship shall be Nivelles, Belgium.
- 11.3 Should any provision of these Terms and Conditions of Business or of any other agreement prove to be invalid, this shall not affect the validity of the other provisions or agreements.
- 11.4 The purchaser is to give his consent to the storage of his data in our EDV system and to the utilization of these data for the entire execution of the contract.