

Annex to the pricelist

General Terms of Sale and Delivery

1. Scope

The present general terms of business shall govern all wholesale and retail sales. These general terms of business shall form an integral part of any contract for the sale of goods marketed in consumer or wholesale packaging supplied to customers located in Belgium or the Grand Duchy of Luxembourg. Unless otherwise agreed between the parties, the buyer herewith expressly waives the right to enforce his own general terms of business.

2. Offers

- 2.1. All our offers are free of engagement unless otherwise agreed in writing.
- 2.2. Orders shall not be binding on the seller until such time as the buyer has confirmed them in writing or until they have actually been executed.
- 2.3. The seller is free to impose a reasonable minimum order quantity.

3. Prices

- 3.1. All prices are quoted ex the seller's warehouse and exclusive of VAT and dispatched at the rate that is most favourable to the seller. Any extra costs ensuing from a different shipment method the buyer may impose, including the insurance costs, shall be borne by the buyer.
- 3.2. If no specific price has been agreed at the time the agreement is concluded, the list price prevailing at the moment the order is placed shall apply.
- 3.3. Discounts granted by the seller shall be construed as an advantage that is specifically temporary in nature and can be revoked at any moment in time. Their applicability shall furthermore be subject to the buyer meeting his obligations in full.
- 3.4. The seller shall be free to pass on any increases in cost-price determining factors. Price changes shall be notified in writing no later than one month prior to the date at which the change is due to come into effect.

4. Delivery / delivery lead times

- 4.1. Unless otherwise agreed in writing, deliveries shall be performed ex the seller's warehouse.
- 4.2. The mere exceedance of a pre-agreed delivery lead time shall not be construed as default on the part of the seller. In cases like these, delivery shall obviously be performed within a reasonable period of time, and failing that, without prejudice to the provisions of articles 10.2 up to and including 10.4, the buyer shall be entitled to unilaterally rescind the agreement by registered letter as far as the non-performed part is concerned. This right does not extend to the buyer if he is found to be in default.
- 4.3. The delivery address must be accessible to the means of transportation generally used to make deliveries. The buyer shall ensure that the place of delivery has the necessary loading and unloading facilities. The buyer shall provide the necessary manpower to assist with unloading. The buyer shall do his utmost to ensure that waiting times between the reported arrival time at the delivery address and the time at which the unloading of the goods to be delivered can commence is kept to a minimum.
- 4.4. The seller is invariably entitled to perform his deliveries against cash or to demand that goods are paid for in advance or that a surety of his choice is furnished.
- 4.5. Goods cannot be returned unless the seller has given his explicit consent to that effect in writing.
- 4.6. The seller reserves the right to pass on the transport and any other costs ensuing from ordered goods being returned for no valid reasons to the buyer.

5. Packaging

- 5.1. Any reusable packaging shall remain the property of the seller and the buyer is obliged to return said materials to the seller. The seller is free to set a deadline by which they shall be returned.
- 5.2. Returns shall be performed free of charge. Goods and packaging shall be returned at the buyer's risk.

6. Payments

- 6.1. Payments shall be issued within the time limit specified on the invoices, without compensation or discount unless the invoice constitutes an official credit note from the seller.
- 6.2. Pre-agreed turnover bonuses or other forms of discount arrangements shall only be due if the buyer has timely performed all his obligations vis-à-vis the seller in full.
- 6.3. Aside from the fact that any one late payment shall render all the buyer's payment obligations immediately due, irrespective of whether they have already been invoiced for by the seller, the buyer shall also be liable for the statutory interests and for any extrajudicial and statutory interests the seller may incur as a result of having to pursue payment of his receivables.
- 6.4. The buyer shall only be entitled to protest invoices within 30 days of their receipt.

7. Risk / Retention of title

- 7.1. The seller shall retain full ownership of the goods until such time as they have been paid for in full. The buyer shall duly mark the goods as being the seller's property and shall store them separately until they have been settled in full.
- 7.2. However, all risks shall transfer to the seller as soon as they have been dispatched with the result that the seller shall insure himself against any risks that may ensue from same. The parties hereby agree that the goods stored at the buyer's shall be deemed to form part of the last consignments and hence of the seller's invoices that have not yet been settled. Any goods stored in the buyer's warehouse that have not or have not been paid for in full by their due date shall be returned to the seller and this for up to the value of the amount that remains to be settled. They shall be returned as soon as the buyer has received a written request to that effect by recorded delivery.
- 7.3. The buyer shall be free to resell the goods supplied. This permission shall be fully revocable and shall ipso jure and without any formality be revoked if the goods have not been paid for by their due date.

8. Complaints

- 8.1. If the goods the seller supplied are visibly not in conformity with the agreement, the buyer is obliged to file a complaint at the time of delivery and to list the defects/have the defects listed on the transport document he is asked to sign on receipt of the goods. Complaints about other defects shall be made as soon as the buyer has or could reasonably have discovered them but at the latest one week after the invoice date.
- 8.2. In the absence of a timely claim, the buyer shall lose his right of recourse against the seller and the delivery shall be deemed to have been unreservedly accepted. If, when filing a timely complaint, the buyer can demonstrate that the defects already existed at the time of delivery, the seller shall merely be obliged to put a replacement consignment at the buyer's disposal. Instead of offering the buyer a replacement consignment, the seller shall, at his own discretion, be free to refund the buyer the amount the latter has paid already or to credit the amount the buyer was charged already to the latter's account.
- 8.3. Complaints made by phone shall be confirmed in writing within the time limit specified in paragraph 8.1. and shall be corroborated by supporting documents, samples, production numbers, etc.
- 8.4. Any right to file a complaint shall expire as soon as the nature, the composition or the packaging of the product is altered by the buyer or third parties.

9. Duty of care

- 9.1. The buyer is obliged to treat the goods supplied with due care and not to take any actions that may be prejudicial to the quality or the safety of the goods or the seller's brands.
- 9.2. The seller's products shall in any event be stored in a cool and dry place where they are not exposed to dust or light or can be damaged by water, adverse weather conditions or frost.

10. Dissolution / release

- 10.1. If either one of the parties fails to, fails to properly or timely fulfil any of the obligations ensuing from the agreement incumbent on him or goes bankrupt, has obtained a judicial settlement, goes into administration, ceases trading or goes into liquidation, the other party shall be free to, at his own discretion and without being liable for damages and without prejudice to any other rights vested in him, dissolve the agreement in full or in part or to suspend the (further) performance of the agreement. In that case, the latter shall be entitled to demand that any as yet to be performed obligations are performed immediately.
- 10.2. Should the seller be unable to comply with his delivery obligation for reasons not attributable to him (force majeure), the seller shall, without being in default, be entitled to postpone the delivery of the products until such time as the force majeure situation has come to an end.
- 10.3. If the situation of force majeure were to persist for more than one month, both the seller and the buyer shall, subject to issuing the other party with notice, be entitled to unilaterally terminate the non-performed part of the agreement without judicial intervention.
- 10.4. Shall in any event be deemed to be events of force majeure: war, revolution, civil unrest, fire, adverse weather conditions, flooding, transport problems, illness, government measures including import and export measures, crop failures, problems with the supply or availability of raw materials, energy or production essentials, including default on the part of the seller's suppliers, strikes, defects or damage to machinery and any other disruptions to the seller's business activities.
- 10.5. The seller shall not be liable for compensation if, in the end, he is not in a position to guarantee the full order for reasons beyond his control.

11. Damages

- 11.1. The seller shall only be liable for damage attributable to intent or gross negligence on his part.
- 11.2. The seller shall never be obliged to cover any damage other than that sustained by persons or goods and other than replacing those goods that are not in conformity as stipulated in Paragraph 8.2.
- 11.3. The seller stipulates that, vis-à-vis the buyer, he shall invoke all legal and contractual remedies he can rely on to refute his own liability, including that of any subordinates and non-subordinates whose actions he may be legally accountable for.

12. Intellectual property and know-how

- 12.1. Any documentation, sales brochures, images, drawings etc. the seller may furnish the buyer with shall remain the property of the seller.
- 12.2. The seller shall refrain from using them for anything other than for their intended purpose.

13. Transfer

- 13.1. The seller is entitled to transfer the agreement, including the present general terms of business and/or any obligations ensuing from the present agreement, to any other third party provided he duly notifies the buyer in writing beforehand.
- 13.2. Should one or several provisions of the present general terms of business be ruled to be null and void, invalid or unenforceable, the other clauses shall continue to prevail in full.

14. Applicable law / competent court

- 14.1. The present agreement is governed by Belgian law.
- 14.2. The Commercial Court in Brussels shall have sole jurisdiction to take cognizance of any dispute, irrespective of the place of delivery or method of payment and even in the case of proceedings to enforce a guarantee or a plurality of defendants. The seller reserves the right however to file proceedings before the Commercial Court with jurisdiction over the defendant.