

## GENERAL TERMS AND CONDITIONS ARISTIDE - ARITEX

### 1. Scope

We are, depending on which of our companies you contract with:

- **nv ARISTIDE** (Belgium), with registered office at NACHTEGAALSTRAAT 109 2550 KONTICH, Nachtegaalstraat 109 (VAT BE 0568.538.774)
- **bv HARC - Aritex Holland**, with registered office in the Netherlands, 3436 ZZ NIEUWEGEIN, Nevelgaarde 40 (KVK NL8025.44.435.B01)
- **GmbH Aritex Deutschland**, with its registered office in Germany, 69221 DOSSENHEIM, Bahnhofplatz 1 (DE236.630.405)

These General Terms and Conditions (hereinafter referred to as GTC) apply to all our deliveries and services and take precedence over all other terms and conditions of the customer. Deviating terms and/or supplementary terms shall only be binding on us if they have been accepted in writing.

By placing an order, the customer declares to have taken cognisance of these GTC and to accept them in their entirety, unless the customer proves to have received these GTC only after the order was placed. In this case, the customer shall be deemed to have accepted these GTC in full, if he has not objected to their application in writing within 3 calendar days following receipt of these GTC.

Each condition must be considered separately. If a condition is invalid, in whole or in part, it shall be replaced by a provision that is valid.

The waiver of any term of these GTC shall not constitute a waiver of the whole of these GTC. The waiver shall apply to one delivery, if applicable, but not to other deliveries.

### 2. Quotes - orders and reservations

Unless explicitly stated otherwise, all our offers, quotations and specifications are without obligation, indicative and subject to revision at any time and are valid for a period of 14 days. All widths and ratios mentioned by us are approximate.

We shall be bound by an order only after it has been confirmed by us in writing. The order is final and the sale arises upon dispatch of the written confirmation to the customer or this order and sale may be evidenced by actual execution.

Orders of less than one metre will not be accepted, unless expressly permitted by us.

If the customer wishes only to reserve an item, this must be expressly stated by the customer, otherwise we will assume an order. Such reservations must be accepted by us. Unless we specify otherwise, the reservation is valid for 14 days after which it automatically expires.

When ordering curtains, the customer should specify the correct base sizes.

Unless stated otherwise in writing, we are not deemed to have any knowledge of the purpose or specific application that the customer wishes to give to the purchased goods.

### **3. Prices**

All prices quoted by us are expressed in EUR and exclude taxes, packaging, transport and other costs, unless explicitly stated otherwise. Our prices are based on delivery *ex works* in accordance with the Incoterms applicable on the date of this Agreement (2010). Where applicable, the customer shall vouch for the aforementioned charges.

Unless otherwise stipulated, the prices applicable to the order are those of the latest price list communicated by us to the client, which is purely indicative and not binding. This price list shall be made available by e-mail in January each year with effect from 1 February of that year. We reserve the right to modify these prices throughout the year, taking into account a reasonable period (one month) between communication and the entry into force of the new price list.

### **4. Payment**

Our invoices are payable in cash in EUR to the address of our registered office and at the latest upon delivery, unless otherwise agreed. Amounts due to us cannot be offset against claims the customer has against us.

Complaints about defects or non-conformity shall not suspend the customer's obligation to pay.

In the event of late payment of one of our invoices:

- (i) shall the customer by operation of law and without notice of default be liable to interest on arrears at the rate of 10% per annum and to fixed damages of 10% on the amount still due, with a minimum of €150;
- (ii) we shall be entitled, without prior notice of default and without any compensation being due, to suspend the delivery in question and also to suspend other orders still to be fulfilled for the customer, without prejudice to our right to dissolve the agreement without judicial intervention;
- (iii) all other claims against the customer that have not yet lapsed shall become due legally and without notice of default, and we shall be entitled to set off.

We shall be entitled at any time to demand guarantees of payment or advance payments and to suspend performance of the contract until such guarantees or advance payments have been received.

### **5. Delivery**

Unless expressly agreed otherwise, delivery shall be made "EX WORKS" in our warehouses upon delivery to the first carrier (Incoterms 2010). If we have to organise transport on request, this shall be at the expense and risk of the customer (whereby the incoterm 'FCA - our warehouses' shall apply).

We reserve the right to make partial deliveries in function of grouping of goods that were

passed on in the same order. The partial delivery of an order cannot, under any circumstances, justify the refusal of payment for the goods delivered.

The costs of delivery shall be borne by the customer, unless otherwise agreed in writing.

The delivery periods communicated by us are purely indicative and are not binding. Only in the event of an unreasonable delay in delivery for which we are to blame and after a notice of default has been sent by registered post and we fail to respond within thirty days shall the customer be entitled to cancel the purchase and be reimbursed the purchase price. Delays shall not give rise to compensation except in the case of gross negligence or wilful misconduct on our part.

The customer must sign the delivery note before receipt. Any visible defects (such as quantity, colour and any errors) must be stated on this or, if they cannot be ascertained on delivery, they must be reported in writing within 3 working days at the latest. The use, processing or disposal of the goods by the customer implies their irrevocable acceptance.

If the customer does not take delivery of the products from us, or does not take delivery on time, default shall occur without notice of default. We shall then be entitled to store the products at the expense and risk of the client at a storage cost of 10 euros per day per m<sup>2</sup> or m<sup>3</sup> or to sell them to a third party. The customer shall remain liable for 10% of the purchase price, plus interest and costs, in respect of those products.

## **6. Retention of title**

The delivered goods shall remain our property until full payment of the agreed price, costs, interest and any damages. However, the risk shall be transferred to the customer from the time of delivery of the goods. [In the meantime, the customer shall not be allowed to sell, pledge or encumber the goods in any way, nor shall he be allowed to move the goods outside his home or business premises]. The customer shall inform third parties of the retention of title.

## **7. Warranty**

In principle, our fabrics are kept in our collection for four years. Of course, we are free to stop a collection sooner, in which case the customer cannot claim any compensation under any circumstances.

Errors or visible defects in the fabric are unavoidable. Where applicable, and insofar as reported in accordance with Article 5, we will supply additional fabric to compensate for any such fault(s). The customer is not entitled to any compensation in this respect.

Colour deviations from the sample material are always possible, so that we cannot provide a guarantee in this regard.

We cannot guarantee that the fabrics are of the same colour bath when re-ordered, so that a difference may occur.

Technical characteristics and composition of fabrics are always stated on the sample material. These characteristics are based on average values from tests and may always slightly deviate per production. Under no circumstances can slight deviations from these values give cause for complaint or compensation.

All fabrics are subject to colour change over time due to exposure to UV and infrared

radiation. Fabrics should therefore be protected from excessive exposure to sunlight, moisture and salty air. We therefore do not guarantee colour fastness.

We do not provide any guarantee on fabrics that are directly upholstered on foam rubber.

Complaints concerning hidden defects must be notified to us by registered letter at the latest within one year after delivery. We will not accept complaints after this period has expired. Complaints must be reported to us, specifying the problem and any damage caused, within 14 days of discovery of the defect, failing which the right to complain will lapse.

Whatever the cause of the complaint may be, our guarantee is limited, at our discretion, to free replacement or refund of the price of the goods recognised as faulty or non-conforming, with the exclusion of any damages, except in the case of gross negligence or intent. In the event of well-founded complaints, our guarantee obligation shall in any case be limited to that of our supplier / manufacturer.

## **8. Liability**

In the event of force majeure, we cannot be held liable, even if this force majeure is to be attributed to the manufacturer or supplier or any other third party that we have to call upon for the delivery of the goods/services.

We shall only be liable for gross negligence or fraud/wilful misconduct. Under no circumstances can we be held liable for general or special indirect damage, economic damage, consequential damage and costs (including lawyer's fees, expert's fees).

If we organise transport, we use well-known companies for the shipment of goods, such as TNT, DHL or GLS. We cannot be held responsible for delays, theft, loss or damage of the goods during transport.

Insofar as we are dependent on the cooperation, services and supplies of third parties in the fulfilment of our commitments, we cannot be held liable for any damage resulting from their fault, excluding their gross or intentional fault.

Our liability is, in any case, limited to an amount of 3 x the price paid by the customer for the last delivery or EUR 500.00 if the customer has not paid anything.

The limitations on liability in this article apply to both our contractual and extra-contractual liability.

## **9. Cancellation**

If the order is cancelled, we shall be entitled to lump-sum compensation of 20% of the order value (based on the sales price) by way of loss of profit and expenses incurred, without prejudice to our right to claim further damages and without prejudice to our right to seek compulsory performance.

In the event that a customer cancels an order given to us, the customer shall be obliged to reimburse us for all costs already incurred by us in connection with the order (purchase of raw materials, materials, salary payments, etc.), as well as to indemnify us by way of a third of the total amount agreed with the customer at which we were to carry out the order. In such a case, the customer shall also indemnify us against claims from third parties resulting from the cancellation in question.

## **10. Processing of personal data**

We process personal data within the scope of our activities in accordance with our Privacy Statement. By accepting these terms and conditions, the customer agrees to the processing of his/her personal data in accordance with this privacy statement. Furthermore, the customer agrees to be informed about offers, new prices or other updates concerning the products or services offered by us.

## **11. Changes**

We reserve the right to unilaterally amend our GTC at any time. The new Terms and Conditions shall enter into force immediately upon their notification to the customer, unless the latter makes it known within five working days that he does not agree to the new Terms and Conditions, in which case the old Terms and Conditions shall continue to apply. The new GTC shall also apply to agreements and offers already made previously.

## **12. Jurisdiction and applicable law**

Our agreements are governed by Belgian law, to the exclusion of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG). All disputes shall be submitted to the courts of Antwerp, Antwerp section. However, we reserve the right to submit the dispute to the courts of the customer's place of residence/social seat.