

## GENERAL TERMS AND CONDITIONS ARISTIDE NV

### 1. Scope of application

Depending on which of our companies listed below you enter into an agreement with, we are:

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

These general terms and conditions (hereafter referred to as the “GTC”) apply to all our deliveries and services and take priority over any of the customer’s differing terms and conditions. Divergent clauses and/or additional conditions are only binding for us in so far as accepted in writing.

By placing his order, the customer declares that he has taken knowledge of these GTC and accepts them in full.

Each condition must be regarded separately. In the event of possible invalidity of a given condition, in whole or part, it will be replaced by a provision that is valid.

If we waive a condition in these GTC, this does not mean that we waive our entire GTC. The waiver applies in a given case for one delivery, but not for other deliveries.

### 2. Offers - orders and reservations

Unless expressly stated otherwise, all of our offers, price lists and specifications are without obligation, indicative and always subject to revision and valid for a period of 14 days. All widths and joins mentioned by us are approximate.

We are only bound by an order after it has been confirmed by us in writing. The order is definitive and the sale takes place upon sending of the written confirmation to the customer, or this order and sale can appear from the factual execution thereof.

Orders of less than one metre are not accepted, unless expressly authorised by ARISTIDE NV.

If the customer only wishes to reserve a good, this must be expressly stated by the customer, otherwise we will proceed on the assumption that it is an order. Such reservations must be accepted by us. Unless we provide otherwise, the reservation is valid for 14 days, after which it automatically lapses.

When ordering curtains, the customer must specify the exact measures.

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

### 3. Prices

All prices indicated by us are expressed in EUR and are exclusive of taxes, packaging, transport and other costs, unless expressly stated otherwise. Our prices are based on *ex works* delivery according to the Incoterms applicable on the date of this Contract (2010). If there are such aforementioned charges, they shall be paid by the customer.

Unless otherwise provided, the prices that apply to the order are those of the latest price list communicated by us to the customer. This price list is made available by e-mail annually in January, with entry into effect as of February 1st of that year. We reserve the right to adapt these prices throughout the year subject to observance of a reasonable period (one month) between communication and entry into effect of the new price list.

#### **4. Payment**

Our invoices are payable immediately in EUR at the address of our registered office and at the latest upon delivery, unless otherwise agreed. Amounts owed to us cannot be offset with accounts receivable that the customer has on us.

Complaints due to defects or non-conformity do not suspend the payment obligation resting on the customer.

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

- (i) late-payment interest of 10% per year shall be owed *ipso jure* and without notice of default as well as liquidated damages of 10% on the still-owed amount, with a minimum of 150 €;
- (ii) we are authorised, without prior formal notice of default and without any compensation being owed, to suspend the delivery involved as well as other orders yet to be executed for the customer, without prejudice to our right to dissolve the contract without judicial intervention;
- (iii) all other not yet due debt claims on the customer become exigible *ipso jure* and without notice of default and we can proceed with offsetting.

We are at all times authorised to ask for payment guarantees or advances and to suspend the execution of the contract until these guarantees or advances have been received.

#### **5. Delivery**

Unless it has been expressly agreed otherwise, the delivery takes place "EX WORKS" in our warehouses by turning over to the first carrier (Incoterms 2010). If, upon request, we must organise transport, this is for the account and at the risk of the customer (whereby the Incoterm 'FCA - our warehouses' applies).

We reserve the right to make partial deliveries as a function of grouping of goods that were passed on in the same order. The partial delivery of an order can under no circumstances justify a refusal to pay for the delivered goods.

The costs of delivery are 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 a demonstrably unreasonable delay in the delivery and after formal notice of default by registered letter to which we have given no consequence within fourteen days shall the customer be entitled to cancel his purchase. The customer expressly waives any other possible means of recourse. Delay cannot give rise to damages.

The customer must sign the delivery note for receipt. Any visible defects (such as length, colour and any flaws) must be mentioned on this delivery note or, if they cannot be identified upon delivery, they

must be reported in writing at the latest within 3 working days. Any use, treatment, processing or alienation of the goods by the customer entails their irrevocable acceptance.

## **6. Reservation of title**

The delivered goods remain our property until the time of full payment of the agreed price, costs, interests and any damages. However, the risk is transferred to the customer as of the moment of delivery of the goods. During this interim period, the customer also may not sell, process, pledge or in any manner encumber the goods and may also not move the goods outside of his residence or company building. The customer shall inform third parties of the reservation of title.

## **7. Warranty**

In principle, our fabrics are kept in our collection for four years. Naturally, we are free to discontinue a collection more quickly, in which case the customer may under no circumstances make a claim for any compensation.

Weaving flaws or visible faults in the fabric are unavoidable. In such a case, and in so far as reported in accordance with article 5, we shall provide extra fabric in order to compensate for any such flaws. The customer has no right to any compensation with respect to this.

Colour deviations compared to the sample material are always possible, so we give no warranty in that respect.

We cannot guarantee that, in case of a repeat order, the fabrics will come from the same dyeing lot, so that a difference can occur here.

Technical characteristics and composition of fabrics are always mentioned on the sample material. These characteristics are based on average results of tests, and can always diverge slightly per production. Under no circumstances can slight deviations on these values give cause for a complaint or damages.

All fabrics are subject to colour change over time due to exposure to UV and infrared radiation. Fabrics therefore have to be protected against excessive exposure to sunlight, against moisture and salt air. We thus do not guarantee colour-fastness.

We give absolutely no warranty on fabrics that have been directly upholstered on foam rubber.

Complaints relating to latent defects must be submitted to us by registered letter at the latest within 1 year after delivery. Complaints made after expiry of this period shall no longer be accepted by us. The complaints must be reported to us with a statement of the problem and any damage caused within a period of 14 days after discovery of the defect, on pain of lapsing.

Whatever the cause of the complaint may be, our warranty is limited at our option to free replacement or return of the price of the goods acknowledged to be defective or not in conformity, with exclusion of any damages. For complaints determined to be well-founded, our warranty obligation is in any event limited to that of our supplier / manufacturer.

## **8. Liability**

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

We can only be held liable for serious fault. Under absolutely no circumstances can we be held liable for general or special indirect damage, economic damage, consequential damage, and costs (including attorney's fees, expert evaluation costs) even in the case of a serious fault.

If we organise transport, we call upon well-known companies for shipping goods, such as TNT, DHL or GLS. We cannot be held liable for delays, theft, loss of or damage to the goods during the transport.

In so far as, in the execution of our obligations, we depend on the collaboration, services and deliveries of third parties, we cannot be held liable for any damage deriving from their fault, including their serious or intentional fault.

Our liability is limited to an amount of 3 x the price paid by the customer for the last delivery.

## **9. Cancellation**

In the event of cancellation of the order, we are entitled to liquidated damages of 20% of the value of the order (based on the sale price), without prejudice to our right to claim greater damages, and without prejudice to our right to seek the forced execution.

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

As part of our activities, we process personal data in accordance with our privacy statement. By accepting these general terms and conditions, the customer agrees to the processing of his personal data in accordance with this privacy statement. Furthermore, the customer agrees to be kept informed of offers, new prices or other updates with regard to the products or services offered by us.

## **11. Amendments**

We reserve the right to unilaterally amend our GTC at all times. The new GTC immediately enter into effect as of their notification to the customer, unless the latter expresses within five working days that he does not agree with the new GTC, in which case the old ones continue to apply. The new GTC thus also apply to the contracts already concluded earlier and the offers already made earlier.

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

Our contracts are governed by Belgian law. All disputes shall be submitted to the courts of Antwerp, Antwerp department. However, we reserve the right to submit the dispute to the courts of the customer's domicile/registered office.