

GENERAL TERMS AND CONDITIONS OF MANUFACTURE AND  
SALE

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1. **ORDERS:** By placing an order, the client endorses these general terms and conditions of sale and explicitly declines to apply its own general (sales) terms and conditions, however published or made known. \* Unless otherwise agreed in writing by the parties, the terms and conditions contained herein constitute the entire agreement entered into between the parties, which also applies if order forms or other written documents contain provisions contrary thereto.
2. **OFFERS:** Our offers are issued for the purpose of informing the potential client and are not binding. They are made subject to sale or sufficient stock. In the event of increases in wages, social security contributions, prices of raw materials and changes in exchange rates, our offers may be revised at any time. Offers made without Wollux being precisely aware of the item to be reproduced or produced may be deliberately modified if during the ordering or production phase it becomes apparent that the work to be performed does not correspond to the technical specification that has been prepared. Likewise, Wollux reserves the right to make changes to the item to be reproduced or the article to be produced that it is compelled to make as a result of its production techniques; in doing so, it strives to adhere as far as possible to what was set out in the offer.
3. **ACCEPTANCE:** Orders, whether placed directly or through representatives or agents of Wollux, may only be considered as accepted if confirmed in writing by Wollux; this also includes the caveat that the insurer of Wollux must be of the opinion that the level of credit insurance is sufficient. If the level of credit insurance is no longer sufficient, or if there have been changes in this coverage, Wollux is entitled to deliver cash on delivery, even if other conditions have been stipulated in the order confirmation. This provision is non-negotiable for the counterparty.
4. **PRICES:** Prices are in all cases net prices and do not include discounts for the size of the order, commission or discounts for cash payment.
5. **PAYMENT:** Unless otherwise agreed in writing, invoices must be paid in cash at the branch of Wollux N.V., in the currency of the quotation and without any cash discount or other deductions. \* Legally valid payment has only been made once the amount due according to the relevant invoice has been paid to a representative or agent authorised by Wollux. \* In the event of any delay in payment, the counterparty is automatically and without notice of default obliged to pay interest of 1.5% per month, without prejudice to the right of Wollux to claim compensation for other losses and costs.  
\* In the event of non-payment of the invoice, this fact alone invalidates all provisions made in respect of the counterparty, as a result of which all claims of Wollux against the relevant client become immediately due and payable. \* In the event of non-payment of the invoice by the due date, the total amount of the invoice, in addition to the above-mentioned interest, also incurs a 15% surcharge at a minimum of €200 as compensation for administrative costs, without Wollux being obliged to prove the damage and without prejudice to the right of Wollux to recover other damages and costs from the buyer should these be higher. \* All costs, both judicial and extrajudicial, which Wollux incurs or in its opinion must incur to collect the outstanding invoice amounts owed by the buyer, including interest and administrative costs, are borne by the buyer. \* Payments made by or on behalf of the buyer are allocated in the following order: extrajudicial costs incurred or to be incurred by Wollux; legal costs; interest and administrative costs; and then in order of age, the outstanding principal amounts, whereby the foregoing is irrespective of the indications of the buyer. \* Objections to the invoice may only be submitted by the buyer within the payment period stated thereon. \* Wollux reserves the right to fulfil orders at a delayed pace or even not at all if payments relating to previous deliveries, under the contract in question or other contracts, have not been made. \* The buyer is not entitled to use the existence of any dispute as an argument to refuse or suspend payment. An invoice amount quoted in a foreign currency will be adjusted proportionally to any change that occurs in the exchange rate between the euro and the relevant foreign currency. This adjustment can only take place if there is a change in the exchange rate of more than 5% which disadvantages Wollux between the date on which Wollux entered into the contract and the date on which the counterparty paid.
6. **RETENTION OF TITLE:** In case of non-payment, and if the goods are physically located wholly or partly on the premises of Wollux, the latter reserves itself the right not only to keep them, but also to sell them for its benefit at the expense of the defaulting counterparty. Only in this case is there a transfer of risk to Wollux in accordance with Article 2080 of the Belgian Civil Code. This retention of title and implementation may be exercised provided that media or goods are located on the premises of Wollux, even if the media are goods do not relate to the unpaid invoices, on condition that they relate to same debtor as the invoices in question. The further course of the business relationship will depend on the relationship in these circumstances. In this context, Wollux automatically becomes a pledgee; Wollux must proceed with registering the invoices relating to the retained goods, or in a scenario in which these goods related to the retained goods, the invoices related to the non-respected contractual performance. Wollux must respect the requirements of Article 2078 of the Belgian Civil Code in such a scenario.

If the delivered goods are actually located, wholly or partially, on the premises of the defaulting party, their return may be demanded by means of a letter with acknowledgement of receipt registered at the post office; thereafter, the goods will be immediately collected by Wollux, without the need to comply with any other formal requirements or for legal action to be taken. The buyer irrevocably authorises Wollux in advance to enter the premises used by the buyer if Wollux considers this necessary. All costs involved in retrieving the items are borne by the buyer. Wollux is not obliged to refund any sums already paid by buyer. Wollux may act in the same way if the defaulting counterparty has resold goods to third parties who themselves have not fulfilled their obligations to the aforementioned defaulting counterparty.

**7. DELIVERY PERIOD:** The deadlines accepted or confirmed by Wollux are for informational purposes only. The counterparties of Wollux are not entitled to cancel the contract on the grounds that delivery did not take place at the time that was initially confirmed, nor to refuse goods or a medium for workmanship or to claim damages. \* Orders that have been placed cannot be cancelled until notice has been given by means of a registered letter in which a final deadline is indicated and imposed for performance of the work; a reasonable period of time must be observed, which may in no case be less than 30 days from the date of receipt of the registered letter.

\* Force majeure excuses Wollux of its obligations and of any liability in connection with the consequences of its failure to perform them; situations of force majeure include in particular: delayed delivery of raw materials by our suppliers, strike or lockout, import or export bans, fire or accidents, mobilisations, wars, riots, natural disasters or government regulations. \* In these different cases, Wollux may, at its own discretion, either cancel the contract in full or in part, definitely or provisionally, without having to previously submit it to the court, or suspend its performance without the counterparty being able to claim any compensation for damages or interest as a result. \* It follows that in normal cases the present contractual relations cannot result in a transfer of risk to Wollux, except for the option provided for in article 6 of these general conditions in case of non-payment.

**8. TRANSPORT:** All shipments are made at the risk of the counterparty of Wollux, even in the case of Carriage Paid To or different provisions. In the event of delay, defect or damage, it is the responsibility of the relevant counterparty before any repair is carried out, to make reservations regarding use and to take recourse against the carrier, who is held solely liable. If goods are collected from their place of shipment, it is assumed that they have been approved, even if they have been collected by Wollux trucks from the place of business of Wollux; in this case it is the responsibility of the counterparty to ensure it has taken its own measures to inspect the goods before taking delivery of them. Wollux hereby undertakes to provide the opportunity at its premises for any inspection of goods which may be necessary in connection with the procedure for their approval.

**9. COPYRIGHT:** Designs, sketches, creations, scale models and other models made by Wollux remain the full property of Wollux and may not be reproduced without written permission. \* The purchase of a Wollux creation does not imply a transfer of the associated intellectual property rights.

\* Wollux cannot in any case be held liable in connection with claims concerning the right to manufacturing marks, models, drawings or patents, which are brought by third parties in respect of orders which Wollux fulfils on behalf of the counterparty. In this context, Wollux exclusively fulfils the orders placed by the counterparty; the counterparty is hereby liable towards third parties in connection with all possible claims in the area of intellectual property. \* Wollux reserves the right to place on any medium originating from its workshops images or wording relating to its business texts, brands, abbreviations or special brand serial numbers, in combination or separately, in addition to the existing legal texts, even if the name of a publisher, intermediary, manufacturer or advertiser already appears on the aforementioned media. Wollux reserves itself the same right with respect to all Wollux packaging.

**10. CONTRACTUAL CONFORMITY OF THE GOODS:** Contractual conformity of the goods is only guaranteed only subject to the reservation that deviations are permitted within certain limits, both in terms of quantity, quality, composition, colour shades, firmness, shrinkage, shifts and in terms of dimensions. The buyer should check quality and quantity at the time of handover of the goods. Colour matching is only guaranteed per item, per colour bath and per delivery. \* Wollux cannot be held liable if colours do not match other colour ranges. These external, added elements may be selected by the counterparty only after receiving the fabrics that have been coloured via Wollux. If a Wollux counterparty has chosen certain ranges or added elements prior to the delivery of the items manufactured by Wollux, this choice is at the counterparty's risk. In case of mutual combinations of products manufactured at Wollux, the counterparty must choose these combinations as planned at Wollux; in all other cases, it acts at its own risk. The counterparty must in all cases inform Wollux of the fact that items are to be matched, whereby it is obligatory to place the order at the same time for those items to be matched. \* In the case of manufactured products, Wollux is not liable for the way in which the medium supplied by the counterparty behaves during the various treatments in connection with preparation, printing or finishing. \* With regard to the reproduction of "exclusive" colour shades, the counterparty must accept that certain deviations may occur as a result of the technical requirements of the various reproduction and

production procedures and placed by the various media that are used; this applies in particular to pigment dyes and to materials made from non-woven materials. \* In the case of advertising printed matter, a quantitative deviation of 10% is permissible for orders with a size of less than 50 units; for banners made from non-woven fabric, this permissible deviation is 20%.

**11. LIMITATION OF LIABILITY:** If Wollux has provided a "fiat for printing", either on a proof or on the design itself, this excuses Wollux of any liability for errors or omissions that may be found after printing. Author's corrections are at the expense of the counterparty. This fiat for printing shall be issued only if expressly requested by the counterparty itself. If, as a result of the delivery time requested by the counterparty, it is not feasible to make a fiat for printing or if the counterparty does not require a fiat for printing, the printed matter is created at the counterparty's risk; if errors are found after printing, the counterparty is not entitled to refuse delivery of the goods in question. The counterparty can, at most, negotiate the price of the delivered goods in relation to the gravity of the fault, without Wollux being obliged to deliver to the contracting party at a price lower than the cost price. \* Designs, clichés, compositions, films, in a word: all resources used by Wollux for fulfilling an order, are part of the resources of Wollux and remain fully its property, unless otherwise expressly agreed in writing beforehand. However, Wollux is not obliged to retain these resources unless the additional costs associated with their retention are reimbursed on a pro rata basis. \* The resources belonging to the counterparty remain in the workshops of Wollux or of its clients, and are kept there at the risk of the counterparty or of the client. \* The liability of Wollux can never exceed the value of the services it has provided, whereby the amount of the invoice, excluding VAT and costs, is normative. \* If a treatment is carried out on a medium supplied by the counterparty which has not been produced by Wollux, the counterparty must inform Wollux of all aspects or qualities which could affect the requested treatment.

**12. COMPLAINTS AND RETURNS:** All forms of complaint not related to hidden defects are void if not reported by registered mail within eight days of receipt of the goods. After the expiry of the aforementioned period, complaints are no longer possible. \* Once the delivered item or part thereof has been put into use, this means by operation of law that it has been approved. The receipt of the delivery note or the dispatch notice constitutes proof that the delivered goods have actually been received. If any defects are found in particular parts of the goods, this does not mean that objections can be made about the entirety of the delivered goods as a whole. Defects of this nature can only give rise to a price reduction; they do not give rise to any obligation to replace or pay compensation as a result. \* Wollux has the right to offer repair or exchange. If it has been duly established that a complaint has been made correctly, price reductions and damages may never exceed the amount of the disputed delivery. \* Wollux is only liable for hidden defects if it was aware of these defects. This is not assumed in advance; the counterparty must evidence that Wollux had knowledge of the hidden defects in question. \* No returns can be made without the written consent of Wollux. If Wollux gives such consent, this does not imply in any way an acknowledgement of fault. Every return of goods shall be free of charge and in its original packaging. \* All goods taken back by Wollux shall lose their exclusive nature; they may be sold immediately by Wollux without any limitation as to time, location or price.

**13. CANCELLATION OR TERMINATION:** If the counterparty cancels or terminates a contract, this entitles Wollux to compensation of at least 50% of the total price or of the obligations to which the counterparty has committed itself under Article 1184 of the Belgian Civil Code.

**14. TERMINATION – EXPIRATION OF PAYMENT TERM:** In every instance entailing the risk of insolvency of the contracting party, Wollux is entitled without prior recourse to the courts, either to terminate the purchase agreement and possibly to obtain a refund for the relevant goods, without prejudice to the provisions of articles 5 and 6, or to declare the agreed period for payment of the purchase price to have expired.

**15. TAX FOR BILLBOARDING:** Wollux applies this tax only if the counterparty has requested it in writing, and only on the condition that the counterparty has paid the relevant amount in advance at the time of placing the order. The counterparty is deemed to be aware of the legislation on the tax for billboards and it discharges Wollux from any liability regarding the application of this legislation in connection with the ordered advertising material.

**16. JURISDICTION AND APPLICABLE LAW:** Our contractual relationship is governed exclusively by Belgian law. Any dispute less than €50,000 is the exclusive responsibility of the courts of the judicial district of Tournai (Belgium). Any dispute with a value equal to or greater than €50,000 will be adjudged according to CEPINA's regulations. The court will consist of 1 judge unless the dispute has a value higher than €500,000, in which case the court will consist of 3 judges. The language of the proceedings will be French.



17. LEGALLY BINDING LANGUAGE: Only the French text of these general conditions is legally valid; other texts, which are made available on request, are translations.