

TENUE *DE* VILLE

GENERAL TERMS AND CONDITIONS BELGIAN DESIGN LTD.

1. Scope of application

These general terms and conditions are applicable to all placed orders by the customer with Tenue de Ville, registered trademark of the SRL (=Ltd.) BELGIAN DESIGN (hereinafter referred to as "BELGIAN DESIGN") and to all our sales contracts. These terms and conditions exclude the applicability of all general and special purchasing terms and conditions of the customer, save the explicit written acceptance of said terms and conditions by BELGIAN DESIGN. BELGIAN DESIGN reserves the right to modify the provisions of these terms and conditions.

2. Offer

The offers made by BELGIAN DESIGN are valid for one month. They do not establish any contractual obligation on the part of BELGIAN DESIGN. The prices of the goods as included in the offer, as well as the delivery period, are only indicative. Only the price mentioned in the order form is binding for BELGIAN DESIGN. The price is final only when the order form is signed by the customer.

3. Acceptance

A contract is considered to be concluded between BELGIAN DESIGN and the customer only after a written or electronic acceptance of the order of the customer by BELGIAN DESIGN, or after a start of execution by BELGIAN DESIGN.

Any potential modification or amendment to the contract is only valid in the case of a written agreement between the two parties.

4. Delivery

The ordered goods will be put at disposal of the customer from the moment they are available, unless agreed otherwise. The customer will be informed by telephone or by any other means agreed upon at the time of the placement of the order. The delivery-reception is considered finalized when the goods have left the facilities of BELGIAN DESIGN, or any other location where they are put at disposal of the customer so as to enable the customer to receive them in accordance with the first paragraph of this provision, regardless of whether they are received directly by the customer or by a proxy holder, mandated by the customer or by BELGIAN DESIGN at the request of the customer. From that moment all risks of loss of or damage to the good, especially during transport, are borne by the customer. The goods are considered to be delivered or received at the date of notification if the customer has not taken possession of them within a period of one month following the moment they were put at his disposal, which means that the customer is responsible in the case of theft or physical damage to the goods and that the warranty period starts from this date of notification. All costs relating to reception of the goods are at the expense of the customer. In case of delivery to the customer all risks relating to the transportation of the goods are at the expense of the customer. Late deliveries do not give rise to payment of fines or damages, to subrogation or to the dissolution of the contract at the expense of BELGIAN DESIGN. Every modification of the order results in the expiration of the agreed upon delivery time. BELGIAN DESIGN reserves the right to charge storage costs in the case of late retrieval or delivery caused by the customer.

5. Price and nonpayment

In Belgium, the mentioned prices of BELGIAN DESIGN are exclusive VAT (unless mentioned otherwise) and costs relating to delivery, shipping, insurance and administration. Unless mentioned otherwise in the invoice, all invoices are payable in euro, net, at the company seat of BELGIAN DESIGN within 30 days from the date of

issuing of the invoice. The amount of every invoice which is not paid on the expiration date is legally and without prior notice of default increased with 12% of interest per year. In case of nonpayment on the expiration date, the amount of the unpaid invoices will be legally increased with 10%, with a minimum of 75 EUR as a contractual and fixed compensation, even when terms of payment were allowed, notwithstanding any other costs BELGIAN DESIGN may claim.

In case of late payment of one or more of its invoices, BELGIAN DESIGN can suspend all deliveries of goods and services or cancel all non-delivered orders until full payment of all invoices due. Unconditional payments – full or partial – of an invoiced amount result in the acceptance of the invoice. BELGIAN DESIGN has the right to compensate definite, claimable and mutual claims and debts that exist between BELGIAN DESIGN and the customer for the lowest amount. This provision is opposable to the liquidator in case of bankruptcy of the customer. Invoices can only be validly disputed per registered letter, within 8 days from the date of sending of the invoice and mentioning the date of issuing and number of the invoice and a detailed justification.

6. Complaints and warranties

The reception of the goods by the customer results in the unambiguous acceptance of their compliance with the expected quantity and quality, save a contrary provision. Every complaint concerning the quality of the goods or services must, in order to be valid, be done by motivated registered letter, in the case of apparent defects to be sent within 8 days from the date of delivery and in the case of hidden defects to be sent within 8 days from the date of the discovery of the defect and in any case within six months from the date of delivery. Filing a complaint does not liberate the customer from his payment obligations. Moreover, any claims to damages or guarantees expire in case of transformation, incorporation or repairs done by the customer or a third party, in case of abnormal or exceptional usage, strain and/or abrasion or in the case of resale of the sold goods. If the complaint is justified, the warranty on the goods is limited to either the free-of-charge replacement of the goods recognized by BELGIAN DESIGN as being deficient or to refunding the price of the order, without any possibility to claim any other damages or interests.

7. Liability

The liability of BELGIAN DESIGN is limited to the compensation of direct, foreseeable, personal and certain damages resulting from its intentional tort or its own serious error. BELGIAN DESIGN can never be held liable for indirect damages, in general sustained by the customer or third parties, such as additional expenses, operating losses, breach of contracts, loss of data, loss software, loss of time, financial or commercial damages, loss of profit or revenue, increased general expenses, etc., or any other type of damage caused by the execution of the order.

8. Force majeure

If, due to force majeure, the execution of the contract by BELGIAN DESIGN is made impossible or if the execution is rendered unreasonably complicated, then BELGIAN DESIGN reserves the right to cancel the contract, without costs or damages, per written notification to the customer. Force majeure entails all unpredictable and insurmountable events out of the control of BELGIAN DESIGN of whatever nature, such as, inter alia, natural disasters, extreme weather, arson, strikes, sabotage, decisions and regulations of administrative or judicial authorities, war, natural circumstances, lock-outs, confiscations, embargo's, lack of transportation means, a general lack of natural resources or goods, energy consumption limitations and etc., which render the execution of the contract impossible, irrespective of the fact whether it is BELGIAN DESIGN or one of its suppliers that are subject to the event of force majeure.

9. Retention of title

In any case and by way of derogation from art. 1583 of the Civil Code, the title of property of the ordered goods is transferred to the customer only after the full payment of the agreed upon price, the interests and the costs. During this period, the customer cannot resell or pawn the sold goods to third parties, nor dispose of them in any other way. The risks are nevertheless at the expense of the customer from the moment of delivery, as provided for by article 4. If the retention of title and the resell prohibition are violated, then the therefrom resulting resale price will substitute the resold goods, and the customer will be held to an indemnification equal to 50% of the resale price.

10. Intellectual property rights

The by BELGIAN DESIGN created drawings, prints, concepts, colors, templates, posters, web pages,..., and their contents, may not, by any means or in any way, be fully or partially reproduced, translated, adapted or saved. Their contents may not, by whatever means, be publicly shared or distributed without the prior written consent of BELGIAN DESIGN. Every modification to the by BELGIAN DESIGN produced creations requires its prior explicit consent, which the customer agrees to acquire. The customer is the only one responsible for the content of the printed or electronic publications of which he asks the execution by BELGIAN DESIGN. It is presumed that all information provided by the customer, from whatever nature and under which format whatsoever (HTML pages, fixed or automatically generated, image files, sound files, video files, etc.) are property of the customer. Consequently, he is responsible for acquiring all authorizations and for fulfilling all potential rights on the software programs, texts, images, illustrations, music, and every work in general and he is a guarantor towards BELGIAN DESIGN for any claim by a third party and/or any judgment against BELGIAN DESIGN for a capital sum, interests and costs. Any modification to the works realized by BELGIAN DESIGN requires its prior explicit consent which the customer agrees to acquire. If the customer does not meet his obligations, he is legally and without a prior notice of default held to an indemnification of 2.500 EUR per infraction to BELGIAN DESIGN, notwithstanding the right of BELGIAN DESIGN to claim higher damages.

11. Modification or cancellation of the order

The signing of the order form renders the order final and irrevocable. The order cannot be cancelled or altered without the prior written agreement of BELGIAN DESIGN and after a remuneration to be paid by the customer for all of the subsequently incurred costs. In case of cancellation of an order by the customer without written consent, BELGIAN DESIGN is entitled to either claim full payment of all works and services, if these are partially or fully executed, or to the payment of a remuneration equal to 30% of the price of the cancelled order with a minimum of 500 EUR as indemnification, notwithstanding the right of BELGIAN DESIGN to claim higher damages, inter alia for the costs incurred for the bought materials for the cancelled works and services if these have not yet started. Moreover, advance payments will not be refunded if the order included such an advance payment, as indicated on the order form, irrespective of the reason of the cancellation.

12. Termination

If a party does not meet its obligations arising from these general terms and conditions and does not remedy within a period of 15 days each of these shortcomings about which he has been notified by the other party by registered letter, the order can be terminated by the other party with immediate effect.

13. Nullity

If one of the provisions of these terms and conditions is deemed to be illegal or invalid, then this does not result in the nullity of the other contractual provisions. The provisions deemed null will, in mutual agreement or by order of a judge, be replaced by a provision that leans as closely as possible to the economical meaning of the provision deemed null.

14. Litigation and applicable law

The contractual relation between BELGIAN DESIGN and the customer is exclusively subject to Belgian law. Only the courts of Brussels are competent in case of a dispute on the application or interpretation of these terms and conditions, unless a mutual agreement between the parties to bring the dispute before any other competent court. The application of the Vienna Convention on Contracts for the International Sale of Goods is explicitly excluded.