

1. General provisions

1.1. The purpose of these general terms and conditions is to define the conditions under which Caroline Dierckxsens sells or grants licenses on any works, including but not limited to stories and designs (hereinafter referred to the "Works"), or sells any goods or services, and purchases, or acquires in any other way, any goods or services. These General Terms and Conditions shall determine for each provision whether it is applicable to a given sale or purchase. When nothing is specified, the provision will be applicable to both sales and purchases by Caroline Dierckxsens.

1.2. The term "Purchaser" shall mean the party placing a purchase order or otherwise desiring to purchase Works or services from Caroline Dierckxsens. The term "Seller" shall mean the party selling, or transferring in any other way, goods or providing services to Caroline Dierckxsens.

1.3. Unless otherwise agreed in writing, the following general terms and conditions shall apply. By placing an order or entering into an agreement, the Purchaser or Seller recognizes that he knows these general terms and conditions and that he accepts them unconditionally.

1.4. The present terms and conditions supersede any conditions of the Purchaser or the Seller.

2. Offer, order and acceptance

2.1. All offers, including estimates, brochures and pricelists, placed by Caroline Dierckxsens are without commitment and can be revoked at any time.

2.2. In the event the Purchaser disagrees with any mention on the written acknowledgement of Caroline Dierckxsens containing the acceptance of an order form, or with any mention on the offer provided by Caroline Dierckxsens to the Purchaser, the latter must notify Caroline Dierckxsens in writing within two (2) days after receipt of the written acknowledgement or after receipt of the offer. The expiry of this period without any reaction of the Purchaser implies the confirmation that the provided data are correct and complete.

2.3. Caroline Dierckxsens is not liable for reviewing the mentions in the offer requests and orders. These are deemed to be correct with regard to the quantity as well as the technical specifications and to contain the full representation of the purpose for which the goods will be applied.

2.4. If Caroline Dierckxsens would not agree any mention on the written acknowledgement of the Seller containing the acceptance of an order form, or with any mention on the offer provided to her by the Seller, Caroline Dierckxsens must notify in writing within [10] days after receipt of the written acknowledgement or after receipt of the offer. The expiry of this period without any reaction of Caroline Dierckxsens implies

the confirmation that the provided data are correct and complete.

2.5. No agreement shall exist until both parties have signed a document with regard hereto or until Caroline Dierckxsens' acceptance by fax or e-mail. In the event of a short term delivery, the invoice or the notice of receipt will be considered as written confirmation by Caroline Dierckxsens.

3. Price

Unless otherwise agreed upon, prices charged by Caroline Dierckxsens are gross amounts, excluding the value added tax, and any other taxes, levies, duties, charges and expenses. Prices charged to Caroline Dierckxsens are net amounts, all taxes included.

4. Payment

4.1. Unless otherwise agreed upon, the price shown on the invoice is payable by the Purchaser immediately after the issuance of the invoice. Failure to pay immediately or within the period of time agreed upon shall entail, automatically and without further notice, interests equal to the key interest rate increased by seven percentage points rounded to upper half-point percentage until full payment has been achieved, increased by 15% as a compensation for recovery and administrative expenses, notwithstanding Caroline Dierckxsens' right to claim higher damages.

4.2. When Caroline Dierckxsens acquires any goods or services, amounts on the invoice will be due within [30] days of the issuance of the invoice. Failure to pay within said period of time shall entail interests equal to the key interest rate increased by seven percentage points rounded to upper half-point percentage, provided that a prior formal notice has been sent.

5. Delivery

The delivery terms provided by Caroline Dierckxsens are an indication only and Caroline Dierckxsens does not guarantee delivery of the Works or services within the delay specified. No indemnity nor cancellation of the offer shall result from any delay in performance.

6. Reservation of title and transfer of risk

6.1. Title on the Works shall not pass to the Purchaser until Caroline Dierckxsens has received in full all amounts owed by the Purchaser with respect to such Works and any related services under the Agreement or any other agreement, increased with the outstanding interests as well as the indemnities set forth in Articles 4.1. and 7.2.

6.2. For as long as payment by the Purchaser is overdue (and provided that the Works have not been sold yet), the Purchaser shall return the Works to the Caroline Dierckxsens at her first request. If the Purchaser does not comply with the above,

Caroline Dierckxsens is entitled to enter the premises of the Purchaser or third parties where the works are situated in order to take the Works back.

6.3. The risk of loss or damage of the Works shall pass to the Purchaser at delivery. When the Purchaser refuses to accept the delivery of all or part of the Works and Caroline Dierckxsens does not exercise her right to terminate the Agreement, the latter shall be entitled to store the Works at the Purchaser's risk. All costs related to this storage will be borne by the Purchaser.

6.4. Title on the goods purchased by Caroline Dierckxsens shall not pass to the latter until the Seller has received in full all amounts owed by Caroline Dierckxsens with respect to such goods and any related services under the Agreement or upon delivery, whatever occurs first. The risk of loss or damage of the goods shall pass to Caroline Dierckxsens at delivery.

7. Intellectual property

7.1. All intellectual property rights or related property rights anywhere in the world, under present or future law, whether registered or unregistered and including all rights to apply for registration, and all other intellectual or industrial property rights in any jurisdiction, as well as any rights on translations or adaptations by the Purchaser with regard to the Works, materials, data, goods, advices, including designs, offers or brochures delivered by Caroline Dierckxsens belong to the latter. Without express written authorization by Caroline Dierckxsens, the Purchaser is not allowed to use these rights in any way.

7.2. In the event of an infringement of the above, the Purchaser will pay a flat-rate indemnity equal to one third of the total price (including VAT) of all the goods so far delivered by Caroline Dierckxsens, with a minimum of 10.000 EUR and notwithstanding Caroline Dierckxsens' right to obtain redress of the actual damage from the contracting party.

7.3. To the best of Caroline Dierckxsens' knowledge, the Works do not infringe any third party's rights. However, Caroline Dierckxsens does not guarantee the validity and the existence of her intellectual property rights, nor the non-existence of infringement on anyone else's intellectual property rights. In the event Caroline Dierckxsens provides services and produces Works in accordance with the specific instructions of the Purchaser, the Purchaser shall bear exclusive liability and shall bear any possible claims by third parties. The Purchaser will in such an event also bear all claims against Caroline Dierckxsens based on an infringement or an alleged infringement of any intellectual property right or moral rights of third parties.

8. Inspection and warranty

8.1. Caroline Dierckxsens' sole and maximum liability for breach of its

warranties herein for defective goods or failure to meet the applicable specifications or quality levels is limited to the obligation to replace the defective goods, and such obligation to replace shall only exist provided that:

(a) Caroline Dierckxsens is notified by the Purchaser, in writing and by registered mail, not later than eight (8) business days after the date of delivery for visible defects or, after discovery for hidden defects, of all defective goods or failure to meet the specifications or quality levels in the written acknowledgement. Moreover, the warranty period for hidden defects is limited to six (6) months after delivery.

(b) Caroline Dierckxsens' examination of such goods shall conclude that such defects or failures have not been caused by misuse, abuse, neglect, processing, improper installation or application, repair or alteration by the contracting party.

8.3. In the event that any of the abovementioned conditions is not met, Caroline Dierckxsens shall have no liability whatsoever under this warranty. Any late notification and/or failure of a written notification or registered mail shall result in a loss of right. Caroline Dierckxsens' obligation to honor this warranty is contingent upon receipt of payment in full for the Works covered by this warranty and the amounts set forth in Articles 4.1. and 7.2.

8.4. In any event and notwithstanding Article 9.1. which fully applies, Caroline Dierckxsens' liability is limited to the amounts and cases covered by her professional insurance.

8.5. The Purchaser shall bear all direct claims by third parties against Caroline Dierckxsens with regard to Works originating from Caroline Dierckxsens and delivered by the Purchaser to third parties, to the extent these claims exceed Caroline Dierckxsens' liability according to these general terms and conditions.

8.6. In the event Caroline Dierckxsens acquires any goods or services from the Seller, all legal warranties set forth in Belgian law shall apply.

9. Exclusion of liability

9.1. Except for fraud, Caroline Dierckxsens shall in no event be liable to the Purchaser for indirect and direct, consequential and tangible and intangible damages or losses (such as but not limited to loss of revenues, loss of anticipated savings or lost profits, loss of customers, loss or damage of goods, loss of contracts) due to the Works, regardless of their correct or incorrect functioning.

9.2. Caroline Dierckxsens shall not be liable for failure to perform this Agreement due to causes beyond her reasonable control (*force majeure*), including, without limitation, flood, strike, fire, labor disputes, inevitable accidents, legal limitations, war, shortages of material, non-availability of transport, failure of suppliers as well as any

circumstance which obstructs the normal functioning of Caroline Dierckxsens.

9.3. The Seller shall be liable in accordance with the legal provisions in the event of an acquisition of goods or services by Caroline Dierckxsens.

10. Cancellation – suspension and termination

10.1. Caroline Dierckxsens does not accept any cancellation or return of orders from the Purchaser.

10.2. Caroline Dierckxsens is entitled to suspend or terminate the Agreement, automatically and without further notice, at her sole discretion, when the Purchaser does not respect one of its essential obligations such as, but not limited to, the purchase within required time and full payment and on time, or when confidence in the Purchaser's solvency has been reduced or harmed by any situation including, but not limited to, liquidation, acquisition, winding-up, appointment of a liquidator or administrative receiver or any filing of a request for any of the measures set forth above. In the event of such a termination, the Purchaser shall owe a standard indemnity of 75% of the total invoice value, notwithstanding Caroline Dierckxsens' right to claim a higher indemnity.

10.3. In the event Caroline Dierckxsens shall acquire any goods or services, the Seller will be entitled to only cancel, suspend and terminate the Agreement in accordance with the legal provisions hereto applicable.

11. Severability – assignment and subcontracting

11.1. In the event any clause or part of these general terms and conditions is held to be invalid, void or unenforceable, such clause or part shall be automatically replaced by the parties or, the case being, by the court, by a clause approaching, to the largest extent possible under law, the economical intent of the parties. This invalidity does not prejudice the validity of the other parts of the clause concerned or the other clauses of these general terms and conditions.

11.2. Neither party may assign, charge, transfer or otherwise dispose of any agreement or any rights or obligations therein in whole or in part, without the written consent of the other party (which consent shall not be reasonably withheld or unduly delayed).

Notwithstanding the above, Caroline Dierckxsens may assign any and all of her rights hereunder upon notification to a third party pursuant to any sale or transfer of all or part of the assents or business of Caroline Dierckxsens.

11.3. Caroline Dierckxsens may subcontract any part of work or services to be provided under any agreement.

12. Applicable law and jurisdiction

12.1. Any agreement between Caroline Dierckxsens and the Purchaser or the Seller

with regard to a purchase or a sale of Works or any other goods or services shall be governed by and interpreted in all respects in accordance with Belgian material law. The applicability of United Nations Convention of April 11, 1980 on Contracts for the International Sale of Goods (CISG – Vienna Convention) as well as the applicability of the Belgian Code on Conflicts of Law of July 16, 2004 are excluded.

12.2. The courts of Brussels, Belgium shall have sole jurisdiction for any legal issues or actions arising from or with regard to this agreement.

Data of Caroline Dierckxsens:

Caroline Dierckxsens
Kasteelstraat 44, 8340 Damme-Moerkerke
Belgium