



GENERAL CONDITIONS OF SALE

Article 1 – Application

1.1. Unless otherwise expressly agreed in writing, these general terms of sale are applicable for all sales. They are deemed to be known by the customer and shall have precedence over any terms of purchase that the customer may have.

Article 2 – Quotations and orders

2.1. Any order that we receive, either directly or via the means of our sales representatives are solely the customer's liability. Only in the case where we provide written confirmation shall we be held liable.

2.2. Unless otherwise stipulated in our specific terms, our quotations are only valid for a period of 3 months.

2.3. In the case where delivery is postponed or an order is cancelled for closures with generic printing, the customer must inform us 5 working days before the confirmed date of shipping, otherwise the delivery will take place on the specified date. Deliveries shall not be postponed for more than 30 days.

2.4. In the case where delivery is postponed or an order is cancelled for closures with specific printing, the customer must inform us 10 working days before the confirmed date of shipping, otherwise the delivery will take place on the specified date. Deliveries shall not be postponed for more than 30 days and the order may only be cancelled if the merchandise has not been manufactured.

Article 3 – Price, payment and delays in payment

3.1. Our prices are in Euros, excluding VAT. Any increase in VAT or any new tax that may be levied between the time of the order and the date of delivery shall be borne by the customer.

3.2. All our invoices shall be paid to our account at the latest 30 days after the invoicing date, unless a different arrangement has been agreed to in writing by the parties.

3.3. Any complaints relating to our merchandise must be submitted to us in writing within 15 calendar days from its reception. Failing this, the customer shall no longer be able to contest the invoice.

3.4. In the case of late payment of an invoice that is due, payment of all the invoices owed by the customer shall immediately become due.

3.5. Any failure to pay an invoice that is due shall give rise, by right and without formal notice, to late payment interest of 1.5% per month with a minimum payment of 40 EUR.

3.6. Any failure to pay an invoice that is due shall also give rise, by right and without formal notice, to payment of compensation equal to 15% of the unpaid amount due as damages, with a minimum payment of 40 EUR.

3.7. If events likely to affect the solvency of the customer (restructuring, change in share ownership, etc.) occur during the performance of the contract, we reserve the right, even after partial performance of the contract, to request that the customer provides further guarantees of proper fulfilment of his/her obligations. Refusal to satisfy this condition shall grant us the right to cancel the entirety of the contract or, where applicable, the proportion of the contract still to be performed, and in all cases, to directly suspend all shipping of merchandise to the customer without prior notice.

3.8. Our prices are set out in accordance with the prices valid on the day the order is made or with the specific proposal drawn up for the customer. However, they may be changed at any moment following circumstances that occur outside our control, more specifically in the case of increases in the price of raw materials and salaries, in the case of supply problems, new additional taxes and any types of duties, or alterations to currency exchange rates with regard to products of foreign origin and deliveries to foreign customers. This list is not exhaustive. All modifications shall be applicable after one month's notice.

Any reductions that may be agreed to must be expressly mentioned on the order slip in order to be validly included in the invoice.

Article 4 – Delivery, deadlines

4.1. Unless otherwise stipulated in our specific terms, our prices correspond to goods ready to be shipped from our premises (ex-worksThimister-Clermont.) Whilst we take charge of organising transport of the goods, we invoice the costs of transport to the customer.

4.2. If there are any visible damages or disputes related to transport, the customer must immediately register a complaint in writing on the shipping document (CMR) in order for the complaint to be processed.

4.3. In the case where a delivery deadline is stipulated, it takes effect from the moment when the acknowledgement of receipt is drawn up and at the latest when the customer has taken all measures necessary to ensure that the order is fulfilled. Observance of the delivery deadline implies that the customer observes all his/her contractual obligations.

4.4. In the case where sales relations are partially or fully broken off with a customer for whom a stock is held by the supplier, the stock of goods concerned by the said break-off of relations shall be taken by the customer in one sole and full delivery within 15 days of it being made available, and immediately paid for in full.

4.5. In the case of a superior force or fortuitous event or unforeseeable delay in delivery or defective delivery from our suppliers, we reserve the possibility to cancel or partially or fully suspend the fulfilment of our obligations without compensation. In this case, we will inform the customer directly. The following are conventionally considered to be cases of superior force: war, blockades, industrial action, partial or general strikes, fires, explosions, shortages in raw materials or skilled workforce, interruption or delays in transport means, computer problems or other significant incidents that may occur on our premises, our suppliers' or sub-contractors' premises and which may prevent or impede manufacturing, work or shipping.

Article 5 - Retention of ownership

5.1. Vinventions SPRL shall retain the ownership of the merchandise delivered until full payment of all invoices even in the case of transformation or incorporation of such merchandise into other goods.

Article 6 - Approval

6.1. The products shall be deemed to be approved by the customer at the latest five working days after delivery except in the case of specific and detailed complaints of which we are notified by registered post before this period expires.

6.2. Approval shall cover all visible defects, i.e. all defects that the customer has been able to detect at the time of delivery or within the five working days following delivery, by means of careful and thorough inspection, in particular with relation to the products' characteristics.

6.3. It is compulsory for the customer to mention in the complaint the item(s) number(s) concerned as well as the Vinventions order confirmation number(s) and/or the packaging number(s) on which our internal traceability system is based. Failing the above, we reserve the right to refuse all complaints.

Article 7 - Guarantee

7.1. We guarantee the products we sell against hidden defects until the use-by date which appears on our packaging, under the following terms.

7.2. The guarantee can only be implemented if the following conditions are satisfied:

- The defect significantly makes the product unsuitable for the use for which it is normally intended.

- The product is stored and used in normal conditions; the guarantee shall not be applicable if the product is stored and used in abnormal or special conditions. The customer hereby declares knowledge of the specifications regarding transport, storage and use of the products.

7.3. To be able to benefit from the guarantee, the customer must notify us of any complaints concerning hidden defects by registered post within a maximum period of one month after the defect has been observed or after which it should have normally been observed.

7.4. Our guarantee is limited to the replacement of the defective product, and does not include the rescinding of the sale or payment of damages.

The customer shall return the defective product at his/her cost and risk to our premises so that a replacement can be sent.

We shall bear all the costs for returning the product to our premises and sending a replacement to the customer if the product effectively proves to be defective.

Article 8 - Limitation of liability

8.1. Once delivery has been performed, we shall accept no liability other than that stipulated in articles 6 and 7.

As a result, we shall not be held liable for any damages for accidents involving people, accidents to goods separate to the merchandise sold, loss of potential earnings or any other detriment caused directly or indirectly by the defects of the products.

Article 9 – Competent court and applicable law

9.1. The competent courts for any disputes directly or indirectly concerning our contractual relations with the customer are the courts in Liege.

9.2. Our contractual relations with the customer are governed by Belgian law.

9.3. In the case of any divergence between the French and the English version of these conditions of sale or any other translation, the French version shall take precedence.