

Confiserie Van Damme NV - General Terms and Conditions of Sale and delivery

1/12/2020

1 General

- 1.1 **These General Terms and Conditions** of Sale and Delivery, hereinafter referred to as: "General T&C" shall apply to and/or form an integral part of **all offers**, tenders and agreements **under which** Confiserie Van Damme NV. and/or its subsidiaries (see art. 5.2) hereinafter separately or jointly referred to as: "**Mr. Mallo**", **supplies goods** and/or services to purchasers/clients, hereinafter referred to as: "**Client**".
- 1.2 **Derogations** from the General T&C or derogations from specific sections of the agreement shall **only bind** Mr. Mallo if these derogations or changes have been **confirmed in writing** by Mr. Mallo.
- 1.3 **If any provision** of the General T&C is **invalid or nullified**, the **remaining provisions** of the General T&C shall **remain in full force** and Mr. Mallo and the Client shall hold consultations in order to agree on new provisions replacing the invalid or voidable provisions, to the effect that the contents shall correspond with the purpose and the intent of the void or nullified provision wherever possible.
- 1.4 Any **terms & conditions of the Client shall not apply**, unless parties have expressly agreed otherwise in writing. Any (previous) reference by the Client to its own or other General T&C are expressly rejected by Mr. Mallo and therefore not accepted.
- 1.5 Mr. Mallo shall reserve the right to **change the General T&C** at any moment. The updated General T&C shall apply from the moment that Mr. Mallo has notified Client of the change, provided that the General T&C that were in force on the day any offers were submitted or purchase orders were confirmed by Mr. Mallo, continue to apply to the offers made or orders confirmed.
- 1.6 If Client refers to several (legal) entities or companies, these shall be jointly and severally liable to fulfill all obligations arising from the agreement entered into with Mr. Mallo.
- 1.7 The headings above the articles are for identification purposes only and shall be disregarded for the interpretation of the General T&C.
- 1.8 The General T&C have been drawn up in **English, Dutch and Spanish**. In the event of interpretation differences between these texts, the **Dutch** version shall be binding.

2 Agreement

- 2.1 **All offers** and tenders from Mr. Mallo - including but not limited to images, models, drawings, specifications, diagrams, price lists and other documentation - **are deemed to be without obligation to fulfill** unless expressly agreed otherwise in writing.
- 2.2 Should any other statement from Mr. Mallo be regarded or could be regarded as an offer or tender this will be deemed to be made without obligation to fulfill, unless expressly agreed otherwise in writing.
- 2.3 **Acceptance of an offer** or tender by Client needs to be done **in writing** and means that Client assents to the applicability and contents of the General T&C.
- 2.4 If an offer or tender from Mr. Mallo is accepted by Client in writing, **Mr. Mallo** shall have the **right to withdraw this offer** up to five (5) business days after learning of the acceptance by Client.
- 2.5 If **reservations or derogations** are included by the Client in the acceptance or changes with respect to the offer or tender are made, the agreement will only be concluded after Mr. Mallo has confirmed in writing to Client to assent to these reservations or derogations.
- 2.6 An **agreement** between Mr. Mallo and Client **shall come into being** after:
* **The Client confirmed his acceptance** of all prices and conditions **in writing** to Mr. Mallo **AND** Mr. Mallo did not withdraw his offer within five (5) business days after reception of the acceptance of the Client (article 2.3 & 2.4)
* **OR The Client has signed Private Label packaging guarantee contract(s)** with Mr. Mallo.
* **OR Mr. Mallo has confirmed an order** in writing
- 2.7 Even though Mr. Mallo shall exercise the necessary care when formulating its offers and tenders, including price lists, brochures and other data that may suggest any (future) legal relationship between Mr. Mallo and Client, **Client can never derive any legitimate expectations** with respect to the accuracy of the data contained herein, unless expressly agreed otherwise in writing, directly to the Client. Images, drawings, photographs, statement of dimensions, specifications and further descriptions by Mr. Mallo in catalogues, circulars or other products offered are not binding and are only intended to provide a general impression of the range of products Mr. Mallo offers, unless Mr. Mallo has expressly otherwise in writing and without prejudice to the obligation of Client to warrant the accuracy and completeness of the measurements and data it has provided. in no event shall Mr. Mallo be required to provide any (subsequent) delivery.
- 2.8 Verbal commitment by and written agreements with **agents, representatives** or other intermediaries or subordinates **shall only bind Mr. Mallo** if these have been **expressly confirmed in writing by Mr. Mallo**. (written confirmation shall be deemed confirmed if coming from an @mrmallo.com email address, being a person with legitimate authority from Mr Mallo). Any transaction resulting from fraudulent emails or communication (examples but not limited to: server hacking, e-mail hacking, identity fraud, ...) shall not bind Mr. Mallo to any obligations what so ever.

3 Prices and payments

- 3.1 Unless expressly determined otherwise, the **prices of Mr. Mallo** listed in, inter alia, offers, tenders, price lists, catalogues and advertisements **are**:
- * *Free Carrier (FCA ICC Incoterms 2020)*
 - * **EXCLUSIVE of VAT**
 - * **EXCLUSIVE of other taxes and duties** that are levied or introduced for the delivery or performance. These taxes and duties are passed on the Client.
 - * **EXCLUSIVE of bank charges** at origin
 - * **EXCLUSIVE of other specific services**, which are charged separately
 - * **Valid for 30 days**
 - * *Applicable to the performance, specifications and delivery size listed in the offer or tender.*
 - * **for Private Label** branded goods:
 - **EXCLUSIVE of origination & development costs** of Private label packaging
 - *Based on mutual understanding that:*
 - *The Client agrees to **accept and therefore pay at all times** the by Mr. Mallo **produced goods** (linked to confirmed orders, subject to article 3,2) in the Client's Private Label packaging.*
 - *In case the goods are not picked up on the agreed delivery date, Mr. Mallo retains the right to invoice the goods 30 days after the initially agreed delivery date for which then the payment becomes due immediately. ("**stock of finished goods**")*
 - *Mr. Mallo retains the right to invoice the Client the remaining **unused Private label packaging** earliest 12 months after the delivery of the PL packaging to Mr. Mallo. ("**stock of unused Private Label packaging**")*
- Mr. Mallo has the right to change prices at all times. **New prices** become applicable **two (2) months after** the Client was informed by **written notice** unless agreed otherwise.
- 3.2 Mr. Mallo shall never be required to pay any damages.
- If **acceptance of the offer** or tender by Client takes place **after the 30 days validity period** or the acceptance period specified in the offer or tender specifically and Mr. Mallo has expressly confirmed the acceptance in writing, on basis of which Mr. Mallo shall still execute the order, **Mr. Mallo shall be entitled to charge any related additional costs to the Client.**
- 3.3
- Unless agreed otherwise and not subject to the conditions as defined in article 3.1, **payments by Client** must be effected:
- * in **EURO**
 - * in case Mr. Mallo can obtain **credit insurance** on the Client:
 - * **within 30 days after the invoice date.**
 - * in case the outstanding exceeds the credit insurance immediate payment will be due for the exceeding amount.
 - * in case **no credit insurance** was received on the Client, the Client must **prepay** any orders before production.
- 3.4
- The payments of, by or on behalf of Client, shall always first be applied to settle all statutory (commercial) interest payable and costs and subsequently those invoice amounts which have been outstanding for the longest period, even though Client has stated that the payment relates to a later invoice.
- 3.5
- 3.6 In case of **payment via a bank transfer**, the date of payment shall be the date on which the bank account of Mr. Mallo is credited.
- In case of **payment by cheque**, the date of payment shall be the date on which the cheque was cashed by Mr. Mallo.
- 3.7 Any adverse consequences of exchange rate loss or otherwise arising from late payment or non-payment shall be at the expense of the Client.
- 3.8 If the Client fails to fulfill its payment obligations or fails to fulfil its obligations by the stipulated date, the Client shall be in default by operation of law, without notice of default being required and the **statutory (commercial) interest shall be owed to Mr. Mallo** from the due date of the invoice, for which any part of a month is calculated as a full month. Furthermore, Mr. Mallo shall be entitled to refer the claim for collection. All expenses related to collection, such as the judicial and extrajudicial costs and costs charged by external experts, in addition to the cost determined by the court, shall be paid by the Client to Mr. Mallo, the amount of which is set at not less than 15% of the total amount, with minimum of 500 euro.
- 3.9 Client may not refuse to fulfill payment obligations on the basis of the fact that Mr. Mallo has not, not yet or not entirely fulfilled its guarantee obligations (article 9.).
- 3.10 If Mr. Mallo has a claim to a Client, Mr. Mallo shall be entitled to suspend all services and further performance to the Client until full payment is received from Client.
- 3.11 Complaints with respect to the amount or the method of creation of the invoices of Mr. Mallo should be immediately reported in writing to Mr. Mallo by the Client, yet within 14 days after receipt of the invoice, stating precise details of the nature and reason of the complaint.
- 3.12 Client shall act as a diligent party with reference to bank account numbers. In case of any changes of the **bank account numbers** the client undertakes to confirm these changes via **oral AND written confirmation with his key account manager** AND Accounting of Mr. Mallo prior to executing any payments to the newly received bank account number.

accountancy@mrmallo.com

4 Retention of title

- 4.1 Mr. Mallo shall retain the right of ownership of all items delivered to the Client, as long as the Client has not fully fulfilled its payment obligations towards Mr. Mallo in respect of the goods and services supplied under the agreement, including penalties, interests and costs and on basis of amounts due by virtue of article 3. The retention of title includes all items delivered to the Client by Mr. Mallo, including items already paid for.
- 4.2 An extraordinary disposition of the goods, including but not limited to pledging and security, may only be carried out with permission from Mr. Mallo. Client is obliged to immediately notify Mr. Mallo of goods supplied under retention of title are being detached (by garnishment).

- 4.3 In the event of **failure to pay by the due date**, if Client is (probably) not able or willing to meet its payment obligation(s) and in the event of bankruptcy or a moratorium of Client, **Mr. Mallo shall be entitled to take the goods without notice** and Client shall grant Mr. Mallo hereby irrevocable authorisation to do so, all this without prejudice to the right of Mr. Mallo to claim compensation.
- 4.4 All expenses incurred and damages suffered by Mr. Mallo during the period that ownership of the goods sold by Mr. Mallo has not yet been transferred shall be borne by the Client.

5 Deliveries

- 5.1 Delivery shall take place **FREE CARRIER (FCA ICC Incoterms 2020)**, unless parties have expressly agreed otherwise in writing.
- 5.2 The FCA **place of delivery** will be one of the following warehouses of Mr. Mallo (mentioned on each price offer as "Loading address"):
- * *Confiserie Van Damme NV - Voordestraat 34 - 9230 WETTEREN - Belgium*
 - * *Mellow Party - Samelstraat 59 - 9170 SINT-GILLIS-WAAS - Belgium*
 - * *Marshmallows International S.L.U - P.I. Cotes Baixes C/D 3 - CP 03804 ALCOY - Spain*
- It is mutually agreed that the default loading address is the FCA address of the relevant production site.*
- 5.3 Unless parties have expressly agreed otherwise in writing, **Mr. Mallo will indicate when the goods to be supplied will be ready for delivery**. Client is obliged to provide all information desired by Mr. Mallo with respect to goods to be dispatched.
- 5.4 If it has been agreed that the goods are to be received for **safekeeping**, storage shall be at risk and expense of Client. In this case, the Mr. Mallo warehouse or external warehouse shall be the place of delivery and the sending of the invoice shall be regarded as notification of storage.
- 5.5 If the data necessary for the execution of the agreement (including but not limited to digital files) are not, not timely or not in accordance with the agreements available to Mr. Mallo or if the Client fails to fulfill its obligations in any other way (for example, by providing files/data of inferior quality), Mr. Mallo shall have the right to suspend the execution of the agreement and Mr. Mallo shall have the right to charge costs resulting thereof in accordance with its usual rates. (available upon request in writing)

6 Delivery dates

- 6.1 All delivery dates specified by Mr. Mallo are approximations only and are not final therefore. Merely exceeding the specified delivery dates does not cause Mr. Mallo to be in default.
- Pick hours of Mr. Mallo warehouses in BELGIUM** are between 8:30am and 4pm (except on Friday it is 3pm)
Pick hours of Mr. Mallo warehouse in SPAIN are between 8:00am and 2pm
- 6.2 Mr. Mallo determines the delivery date to the best of its ability on the basis of data known upon entering into the agreement or order and will observe the delivery dates wherever possible. Mr. Mallo shall never be bound to delivery dates that due to circumstances arisen after entering into the agreement can no longer be met.
- 6.3 If exceeding any (delivery) date is likely, Mr. Mallo shall inform the Client thereof as soon as possible. If a delay in the delivery occurs, the delivery date shall be extended by such period that is considered reasonable in view of all circumstances.
- 6.4 In the event of exceeding the **delivery date**, or any other circumstance, the Client shall not be entitled to refuse the purchase nor shall it have a claim and/or right to any relevant compensation unless exceeding the date is attributable to intent or gross negligence by Mr. Mallo.
- 6.5 In the event of exceeding the **agreed delivery date**, the Client shall not have the right to terminate the agreement unless the delivery date has been exceeded to such an extent that the Client cannot reasonably be requested to leave (the relevant part of) the agreement intact.
- 6.6 Mr. Mallo has the right to **deliver the goods in instalments**. If a delivery can only be performed in part, the remaining part shall be recorded for subsequent delivery. The Client shall be notified in writing. The payment conditions described in article 3 of the General T&C shall apply to each partial delivery.
- 6.7 Where **delivery on demand is agreed (Make to Stock items)**, Mr. Mallo may, in case demand does not take place or not in time, invoice the Client to its own discretion and store the goods. If there has been no demand for a period of two (2) months, a surcharge of 5% (five percent) per month of the value of the goods that should already have been demanded in storage at that moment will be charged.
- 6.8 A Client who intends to give one of his employees or third party an oral or written contract to purchase goods from Mr. Mallo at his expense and to collect these, needs to inform Mr. Mallo in writing if such a contract has been terminated. If that does not happen, the Client shall be liable for damages suffered by Mr. Mallo as a result of handing over the goods to a third party who was not or no longer authorised to purchase and collect the goods on behalf of the Client.

6.9 **Mr. Mallo branded goods:**

- * Unless agreed otherwise in writing, **Mr. Mallo branded goods** are **MTO based (Make To ORDER)**.
- * Mr. Mallo's standard lead time is 4-6 weeks between receipt of purchase order of the Client and making goods ready for delivery. For special products lead times may be different.
- * Mr. Mallo reserves itself the right to have a **tolerance on each order of 10%** in minus or on top.
The Client agrees to accept this tolerance on order quantity and agrees to pay for the actual quantity finally delivered.

Private Label branded goods:

- on MTO base (Make To ORDER)**
 - * Mr. Mallo's standard lead time is 4-6 weeks between receipt of purchase order of the Client and making goods ready for delivery. For special products lead times may be different.
 - * Mr. Mallo reserves itself the right to have a **tolerance on each order of 10%** in minus or on top.
The Client agrees to accept this tolerance on order quantity and agrees to pay for the actual quantity finally delivered.
- on MTS base (Make To STOCK)**
 - * Mr. Mallo commits to a **max. lead time of 5 business days** between receipt of purchase order of the Client and making goods ready for delivery.
 - * The Client who commits to an agreement with Mr. Mallo on **MTS base**, guarantees at all time to purchase all goods produced and stored for him under this agreement.

7 Risk

7.1 Unless agreed otherwise in writing, the risk of loss, damage or otherwise of goods delivered by Mr. Mallo shall be transferred to the Client at the moment that Mr. Mallo makes the goods available based on the applicable INCO Terms and place of delivery, namely the locations included in article 5.2 of the General T&C or the location expressly agreed otherwise in writing.

7.2 Unless agreed otherwise in writing, transport of the goods to be delivered by Mr. Mallo shall be at the expense and risk of the Client. Unless agreed otherwise, the **goods to be transported are not insured by Mr. Mallo** unless this is expressly demanded by the Client, in which case the costs shall be at the expense of the Client. If Mr. Mallo arranges transport on behalf of (and at the expense and risk of) the Client, it will charge the Client a surcharge up to 15% (fifteen percent) of the full cost of transportation.

8 Inspection and complaint

8.1 Client is obliged to **immediately inspect the goods** (or have these inspected) delivered by Mr. Mallo **upon receipt**, to the extent which can be reasonably expected from him.

8.2 Complaints with respect to **missing or non-ordered goods** that are discovered during inspection, or could have reasonably been discovered, **need to be immediately reported in writing** to Mr. Mallo by Client or in any case **within one (1) business day after the delivery** by Mr. Mallo, stating details of the nature and the reason of the complaints.

8.3 Complaints concerning **defects of goods delivered** by Mr. Mallo which cannot or could not have been discovered within the period specified in the previous clause of this article, **need to be reported in writing** to Mr. Mallo by the Client **within three (3) business days** after they have been discovered, or should have reasonably been discovered, stating details about the nature and the reason of the complaints.

8.4 Client needs to return the packaging list to Mr. Mallo within the period as referred to in clause 2 and clause 3 of this article, stating shortage or surplus.

8.5 **Upon discovery of a defect** as referred to in clause 2 and clause 3 of this article, the Client shall be obliged to **cease any use of the goods, to act as a prudent debtor in carefully preserving the goods** and to take the necessary measures to minimise his damage wherever possible. In doing so, the Client shall strictly follow the instructions from Mr. Mallo and give Mr. Mallo its full cooperation for the investigation into and of the observed defect and related circumstances, such as handling and use of the goods. In the event of complaints about the quality of the delivered goods, the goods need to be stored for inspection by Mr. Mallo and not, except for after written permission from Mr. Mallo, be returned to Mr. Mallo.

8.6 In case of failure by Client to strictly observe the above provisions, every relevant claim of Client shall lapse. If Client fails to submit claims to Mr. Mallo within the above stipulated periods, Client is deemed to have approved the delivered goods and Client will never be able to rely upon the fact that the goods did not conform with the agreement.

8.7 **Slight variations in quality, colour, smell, taste, dimensions and appearance** that are customary in the industry or are technically unavoidable **do not form a basis for complaints**.

For the **weight of the packaging** we apply "**Council Directive 76/211/EEC**".

<https://eur-lex.europa.eu/legal-content/NL/ALL/?uri=CELEX%3A31976L0211>

Example for "300g e", the average weight per bag over the entire production lot needs to be minimum 300g

Underweights are accepted upto TU1 (291g) and (TU2 282g) ... with each a certain maximum % in the lot batch

Net weight under TU2 (282g) are forbidden

8.8 Unless agreed otherwise, **return consignments** outside the planning period as referred to above in clause 1 of this article - **without prior permission from Mr. Mallo - are not permitted**. In the event such a return consignment is permitted by Mr. Mallo, this will in principle be collected by Mr. Mallo free of charge from the location where the goods were delivered.

9 Warranties

9.1 **If a delivered good is not conform the agreement**, technical specifications or does not comply with applicable legislation, Mr. Mallo will, at its discretion, **replace the item or repair the item** to the best of its ability if these defects have been reported to Mr. Mallo in writing and in detail within the period specified in article 8.2. and 8.3. All replaced goods become the property of Mr. Mallo.

9.2 The warranty obligation lapses if the defects in the item delivered are wholly or partially a result of improper storage by the Client; or transport by Client in faulty packaging or conditions (**see for specific Storage & freight conditions mentioned in the Mr. Mallo Product Specification sheets**) ; improper, careless or incompetent use by Client; external causes such as fire or water damage; the lack of serial numbers; or if Client carries out changes or has changes carried out to the items or parts that have been supplied by Mr. Mallo under maintenance or warranty. The expenses incurred by Mr. Mallo in that case, including examination (with a minimum of one hour) and transport costs will, in the above cases, be charged to the Client by Mr. Mallo at the then prevailing rates.

9.3 Incidentally, the claim to warranty shall lapse during the period that Client has not fully or timely fulfilled any obligation under the agreement.

9.4 Work and costs, including costs of repairs/replacement outside the scope of this warranty shall be charged to Client by Mr. Mallo at then prevailing rates.

9.5 Client is obliged to send the items eligible for repair/replacement under the warranty in proper packaging accompanied by a written, clearly described complaint, as well as a photocopy of the invoice to the address provided by Mr. Mallo, unless determined otherwise. **Risk of transport** of the items, both to Mr. Mallo and return consignments, **shall be at the expense of the Client**.

9.6 Except for the warranty described in this article, Mr. Mallo grants no other guarantee, direct or indirect, on delivered items.

10 Transfer of rights and obligations

10.1 Client is not entitled to transfer its rights or obligations under the agreement, wholly or partly, to a third party without prior written permission from Mr. Mallo.

10.2 Mr. Mallo has the right to engage third parties for the performance of the agreement.

11 Liability

11.1 Mr. Mallo does not accept any liability towards Client for any damage, on any ground whatsoever, including all direct and indirect damages such as consequential loss or loss of profits, **with exception of malicious intent or gross negligence** on behalf of employees and/or auxiliary persons engaged by Mr. Mallo.

11.2 If and insofar as any liability rests with Mr. Mallo, on any ground whatsoever, each event of liability of Mr. Mallo shall be **limited to the invoice amount** (exclusive of VAT) paid to Mr. Mallo by the Client for the delivered goods, whereby a series of events is regarded as one event.

11.3 If and insofar as any liability rests with Mr. Mallo as agreed upon between Parties or proven in Court, on any ground whatsoever, each event of liability of Mr. Mallo for employees and/or agents employed by Mr. Mallo shall at all times be **limited to the amount the liability insurance** pays.

11.4 The provisions under 12.1 to 12.3 inclusive, shall only apply where the liability of Mr. Mallo under the law or agreement, including the provisions in these General T&C, has not been further limited then would ensue from the mere application of 12.1 to 12.3 inclusive.

11.5 Any complaint whatsoever will be only be admissible if the Client has informed Mr. Mallo about the defect or fault within a reasonable time after he has discovered or should have discovered the defect or fault. Notwithstanding the aforementioned, in line the general Terms and Conditions; in any case the right to compensation shall lapse twelve (12) months after the event from which the damages, direct or indirect, arise and for which Mr. Mallo is liable.

12 Intellectual property

12.1 Unless agreed otherwise in writing **all rights of intellectual or industrial property** on all goods and materials manufactured and/or made available by Mr. Mallo under the agreement, including (but not limited to) analyses, designs, images, texts, drawings, diagrams, lists of materials, documentations and other materials exclusively **rest with Mr. Mallo**.

12.2 **Only Mr. Mallo shall have the right to deposit** the aforesaid goods, materials, texts, and suchlike. The aforesaid texts, images, drawings, diagrams, lists of materials, documentation and other materials and items and suchlike provided to the Client may not be reproduced and/or published, wholly or partially, or issued to third parties by print, photocopy, microfilm or in any other manner whatsoever without the express written permission from Mr. Mallo. Mr. Mallo is authorised to attach conditions to be determined at a later stage on granting permission, including, but not limited to, payment of a fee to Mr. Mallo.

12.3 Notwithstanding the remaining provisions of these terms, **Mr. Mallo shall only be liable** towards Client for infringement of provisions of law, violations of rights or legally protected interests of third parties if these provisions, rights or interests are generally known within Belgium and/or Spain or when the Client has expressly pointed out the existence of such provisions or rights to Mr. Mallo. If Mr. Mallo himself or with respect to a violation or infringement as referred to here held responsible by third parties, the Client shall be similarly liable to indemnify and compensate Mr. Mallo.

13 Force Majeure

13.1 If Mr. Mallo fails to fulfill any obligation as a result of force majeure, Mr. Mallo shall never be liable towards the Client for damages, caused by any grounds whatsoever, and shall be entitled at its own discretion and without judicial intervention to either suspend the performance of the agreement for a maximum period of six (6) months or wholly or partially terminate the agreement, all this without compensation being due.

13.2 Mr. Mallo is not bound to fulfill any obligation nor to compensation, if it is prevented to do so as a result of circumstances that cannot be attributed to its fault and for which it is not accountable by law or juristic act or according to generally accepted standards. Force majeure for Mr. Mallo also includes: any of the circumstances independent of the will of Mr. Mallo and other events that lie beyond the control of Mr. Mallo, even though these could have been foreseen at the moment of concluding the agreement, which permanently or temporarily prevent the execution of the Agreement, and where not already included, failures of suppliers of Mr. Mallo, illness, (civil)war, threat of war, riot, industrial action, lack of personnel, strikes, transport obstacles, fire, extreme weather conditions, epidemics, involuntary loss of possession, late delivery of materials and products by a supplier/factory/importer, restrictive government measures, sabotage and generally any unforeseen circumstances within the company, both at home and abroad. The above shall also apply if the circumstances referred to above occur with respect to or in the company, factories, importers or other dealers from whom Mr. Mallo purchases or tends to purchase its goods.

14 Termination

14.1 **Mr. Mallo may terminate the agreement with immediate effect** without notice and without judicial intervention in the event that:

- * *Client has been declared insolvent*
- * *Client's business is liquidated or terminated*
- * *Client fails to fulfill any payment obligation after having received written notice*
- * *It has been granted a provisional moratorium or its assets are being seized*
- * *If the credit insurance on the Client is cancelled/revoked and the Client does not agree to prepay future orders.*

Mr. Mallo shall never be liable to pay any compensation due to termination.

14.2 **Amounts invoiced** (in any manner whatsoever) prior to termination of the agreement relating to goods delivered and services performed under the agreement **shall become immediately due and payable at the moment of termination**.

14.3 If such a situation as referred to in clause 1 of this article occurs, **Mr. Mallo shall be entitled to repossess the goods** delivered under retention of title and Mr. Mallo shall have the right to demand the amount due at once, without prejudicing the remaining right of Mr. Mallo, such as the right to reimbursement of expenses, damage and interest, including the costs of repossessing the goods by Mr. Mallo.

15 Export

- 15.1 If the goods from Mr. Mallo are exported on behalf of and/or by Client, the relevant export provisions shall apply. Client shall indemnify Mr. Mallo against all claims from third parties related to violations of the applicable export provisions attributable to Client.
- 15.2 If the goods from Mr. Mallo are exported by Client, the **relevant export documentation proof shall be provided by the Client to Mr. Mallo** after delivery of the goods at final destination. If Client fails to fulfill this export proof requirement the Client solely bears all risks and costs related to VAT and custom duties infrictions and will indemnify Mr. Mallo so far as needed.

16 Applicable law and dispute settlement

- 16.1 All disputes between Mr. Mallo and Client arising from agreements entered into by Mr. Mallo or the implementation thereof shall be exclusively submitted to the competent the **Courts in Gent (Belgium)**, insofar as statutory provisions are not incompatible.
- 16.2 Only **Belgian law** shall apply to all agreements between Mr. Mallo and the Client to which these General T&C apply in whole or in part, and all parties involved in these agreements. The applicability of the 1980 Vienna Sales Convention (CISG) is expressly excluded.