

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. DISPUTABILITY OF THE AGREEMENT.

The terms and conditions of sale and delivery of Bellerose, restated hereafter, as well as its special conditions, have been accepted by its buyers, even if these should conflict with the general and special terms and conditions of purchase of these buyers. These conditions shall not be binding upon Bellerose unless she has expressly adopted them. Approval from Bellerose can in no way be construed from the circumstance that she has accepted the sale without protesting against the stipulations that refer to the general or special terms and conditions or similar provisions of its buyers.

### 2. ORIGINATION OF THE AGREEMENT.

Placement of an order definitively commits the buyer vis-à-vis Bellerose, even before the order has been accepted by Bellerose. Any order placed by the buyer may be refused or partially accepted by Bellerose. Refusal or partial acceptance of the order by Bellerose may not entitle the buyer to any compensation. In case of cancellation (even partial) of the order by the buyer, regardless of the cause, the buyer will owe Bellerose compensation equal to 30% of the amount of the (partially) cancelled order, without prejudice to damages which surpass the aforementioned compensation.

### 3. DELIVERY AND RISKS.

Bellerose reserves the right to make total or partial deliveries. The goods are sent at the risk of the recipient, even if they were sent carriage paid. The term of delivery shall be provided for the mere purpose of reference and shall not be applied strictly. Unless stipulated expressly otherwise, a delay in delivery shall under no circumstances entail rights to cancel the sale and no compensation at all can be demanded.

### 4. DISPUTES.

All disputed of any nature whatsoever that may occur must be stated by registered letter within five days of receipt of the goods. After this term, has expired, or if the dispute is made known in another form besides by registered letter, it cannot be considered. However, the buyer cannot use the pretext of a dispute to suspend or discontinue payment of invoices.

### 5. PRICE AND PAYMENT.

All invoices are to be paid in cash at the registered offices of Bellerose. The payments are always applied to the oldest invoice and are applied first to outstanding late interest and any fees. If the invoice is not paid on the due date, a protest of an unaccepted bill of exchange, every request for voluntary or legal settlement, delay of payments, even if non-official, or any other fact that leads to the suspicion of the buyer's insolvency shall cause a situation that every delay of payment of delivered goods or goods in manufacture makes payment immediately due. These circumstances automatically give Bellerose the right to cancel existing sales, without any other formality besides a registered letter and without this giving the buyer the right to compensation. The invoice is payable in cash, except stipulated expressly otherwise:

- a. In case of delay of payment, annual interest shall be charged of 12 %, due by law, without requiring notice of default, by virtue simply of the due date of the invoice, on all amounts that are owed within 30 days after issue of the invoice.
- b. If payment has not been received on the due date of the total or a portion of the amount of the invoice, this will be legally increased by a fixed composition of 15 % of the outstanding amounts at the moment that the buyer, within 8 days, after the notice of default is sent, has failed to pay. This amount cannot be less than 125 EUR. Even if the price was expressed in a foreign currency, Bellerose reserves the right to write the invoice in euros.

### 6. ACCEPTANCE.

The goods are deemed to be accepted in our locations if the buyer guarantees the transport of these goods. Failing this, they are deemed to be accepted within 5 days after delivery. On penalty of cancellation, every dispute must be made within the aforementioned period.

### 7. E-COMMERCE.

Under no circumstances may buyers distribute merchandise delivered by Bellerose via the channel of e-commerce (« online »), without having obtained prior approval in writing from the company. In case of violation of this article, Bellerose reserves the right to cancel any orders in progress and to exclude any future collaboration with the buyer in violation.

### 8. RESERVATION OF TITLE.

The goods shall remain the property of Bellerose until the total payment of amounts owed and in the event of payment by cheque or bill of exchange until the collection thereof. Before said payment, the buyer cannot grant the goods as security, nor as guarantee. He shall see to the safe keeping of the goods.

In the event of seizure by third parties, the buyer will immediately notify Bellerose, under penalty of damages. The buyer has the right to sell the goods under normal conditions. However, until the full payment of the price, these sales are exclusively for made on behalf of Bellerose and third-party debts ensuing there from shall fall to Bellerose. The name of the third party obtaining the goods must be reported to Bellerose immediately upon request. Bellerose reserves the right to notify him of this clause of reservation of title and to accordingly request that he pay Bellerose directly. If the goods are intended to be displayed in locations that are the subject of a lease agreement, then the buyer shall notify Bellerose in advance and will report to Bellerose the identity of the lessor so that Bellerose will be able to perform the necessary formalities to make the reservation of title known to the lessor. Bellerose must be unmistakably notified of the identity of the lessor before the goods are brought into the locations in question. All risks are to be borne by the buyer. The advances paid shall be retained by the seller to compensate the possible losses in the case of resale.

### 9. COPYRIGHT ON PHOTOGRAPHS

The buyer is prohibited from making use of photographs whose rights belong, directly or after transfer, to Bellerose, with the exception of those listed on the link : <https://www.bellerose.be/pages/media>

Regarding the photographs listed on this link, Bellerose assigns to the buyer, free of charge and on a non-exclusive basis, the patrimonial rights related thereto and, in particular, the rights to reproduce them, represent them, use and disseminate them. However, the buyer does not have the right to modify or adapt them (retouches, modifications, etc.).

These reproduction and representation rights include:

- For the right of reproduction: the right to reproduce the photographs or have them reproduced for the buyer's needs in any format, in an unlimited number and only on digital media (to the exclusion of any physical medium). This right of reproduction is exclusively assigned to the buyer who cannot, in turn, assign it to third parties.

- For the right of representation: the right to distribute or communicate all or part of the photographs to the public through digital media only. This right of representation is exclusively assigned to the buyer who cannot, in turn, assign it to third parties.

This transfer relates exclusively to the photographs listed under the link <https://www.bellerose.be/pages/media>, to the exclusion of any other, unless otherwise agreed between the parties.

This assignment is accessory to the main contract and, thus, it shall end at the same time as said contract (and regardless of the reason).

In the event of violation of this clause, the buyer will owe Bellerose a penalty equivalent to 10% of the amount of the last order, with a minimum of 500.00 EUR.

The buyer also guarantees Bellerose against any amount owed to a third party as a result of breach by the buyer of this clause.

Lastly, Bellerose reserves the right, in the event of violation of this clause, to put an end to the commercial relationship between the parties.

### 10. RIGHT OF APPLICATION.

This agreement is governed exclusively by the laws of Belgium.

### 11. AUTHORISATION.

In the event of disputes, only the French speaking courts of Brussels shall be authorised.