

GENERAL TERMS OF SALE

« IMPREU BELGIUM »

Article 1 – GENERAL PROVISIONS

1.1.

These general terms of sale (hereinafter "GTS") govern the sales to professionals (hereinafter "the Customer") of clothing (hereinafter "the Products") made by the private limited company SPRL IMPREU (Hereinafter "IMPREU") whose registered office is located at Rue du château d'eau 8a in 4053 Embourg, registered with the BCE/KBO under number 0650.872.473.

1.2.

The GTS contain, together with the order form, the entire agreement of the parties (hereinafter "the Contract") on the rights and obligations of the parties relating to the Products to be provided by IMPREU to the Customer, to the exclusion of any other document (general terms of the Customer or third parties, commercial documents, charters, etc.). The Contract may only be derogated from provided IMPREU has consented to it in advance and in writing.

The acceptance by IMPREU of purchase orders issued by the Customer or the sending of an order confirmation to the Customer do not entail derogation from the application of the GTS. In addition, if IMPREU has expressly consented to derogate from the GTS, they will remain applicable supplementarily.

1.3.

IMPREU reserves the right to modify these GTS at any time without prior notice. Such amendments are enforceable against the Customer as from their online posting, which shall alone be taken as proof of submission. Therefore, in the event of amendments to the GTS, the GTS in force on the day of the sale will be applied to each sale. The latest version of the GTS is available on the Website at the following address:

www.imprevubelgium.com/cgv/cgv.pdf

Article 2 – ORDER

2.1.

The Customer submits to IMPREU an order form specifying the Products ordered, any specificities (sizes, colours,) as well as the desired quantity. By placing an order, the Customer acknowledges being bound by the commitments contained in the present GTS; he acknowledges having read them, accepting them and that he waives the right to contest their enforceability.

2.2.

By ordering, the Customer also acknowledges that the Products are made to order according to the specificities described by the Customer and the availabilities of the market. Depending on these variable availabilities, certain specificities such as quantities, sizes, colours and particular shades may be temporarily unavailable or vary significantly. The Customer therefore accepts that these specificities can be adapted according to the availabilities of the moment.

2.3.

After receipt of the order form, IMPREU accepts, as soon as possible, the order made and sends the Customer a confirmation of his order. The Contract validly comes into force by the acceptance by IMPREU of the Customer's order.

2.4.

No order will be delivered before full payment thereof according to the details provided for in article 4 of these general terms.

Article 3 – PRICES

Prices are expressed in euros and include all taxes (inclusive of VAT), excluding delivery costs if applicable.

Article 4 - PAYMENT – COMPENSATION FOR LATE PAYMENT – CANCELLATION

4.1. Payment

Unless otherwise specified, payment is made in cash within 4 weeks of the preparation of the order. IMPREU is responsible for informing

the customer of the proper receipt of his order and the preparation thereof.

In the absence of payment within 4 weeks of the notice of preparation of the order, the order will be cancelled, and the Customer will be liable for X % of the order placed as compensation. IMPREU will further be entitled to cancel said order and to put its contents back in stock and available to other Customers.

From the day of receipt of this email, the customer has a period of 14 days to cancel the order. In the absence of cancellation within this period, the order will be considered as validated.

4.2. Compensation for late payment

In the event of late payment, the Customer is liable to IMPREU, as of right and without prior notice, for a fixed compensation of 10% of the invoiced price, with a minimum of €75, and late payment interests at the rate of 1% per month of the invoiced price, without prejudice to IMPREU's right to suspend the performance of all or part of its obligations or to demand the return of the product(s) as stipulated in article 6.1.

4.3. Cancellation

The Products are made to order according to the specificities described by the Customer. No order can therefore be modified or cancelled, after the 14-day period referred to in Article 4.1 except with the prior written consent of IMPREU. In case of cancellation of an order, after the 14-day period referred to in Article 4.1 the deposits already paid will not be refunded and will be considered as the expenses to be paid by the Customer for the cancellation of the order. In any event, without prejudice to IMPREU's right to request the forced execution of the Contract by the Customer, it will be due to IMPREU, in case of cancellation of the Contract, after the 14-day period referred to in Article 4.1 a withdrawal indemnity equivalent to 40% of the price of the order.

4.4. Complaints

Any complaint relating to the invoice must be notified to IMPREU by registered mail within eight days of receipt, otherwise it will not be taken into account.

Article 5 – DELIVERY

5.1. Delivery terms

The parties are entitled to define by mutual agreement, in the order form, the terms of delivery. Unless otherwise agreed, the Customer remains bound by the delivery method agreed at the time of the order.

5.2. Content of the order

The Customer undertakes to check upon delivery that his entire order has been delivered to him; if not, he undertakes to inform IMPREU within 7 days of delivery of his order.

Failing this, IMPREU declines all liability in this regard.

5.3. Delivery time

Unless otherwise stipulated in the order form, IMPREU undertakes to make the delivery within the period stipulated in article 5.1 of the GTS. Exceeding the deadlines indicated does entitle the Customer in any way to cancel his order, neither to claim damages.

In case of delay, the Customer shall notify IMPREU (l'inverse, non?) in writing within 8 days from the delivery date initially agreed in the order form. In the event of a further delay of more than 30 working days, the Customer is entitled to demand in writing the termination of the Contract.

5.4. Disclaimer

IMPREU declines all liability if the delivery address indicated by the Customer is incorrect.

Article 6 – TRANSFER OF OWNERSHIP AND RISK

6.1.

Ownership of the delivered Products is only transferred to the Customer after full payment of the price. IMPREU reserves the right

to take back the Products that would have been delivered while the price remains unpaid, in whatever hands they are.

6.2.

The risks relating to the products are transferred at the latest upon delivery.

Article 7 – GUARANTEES

7.1.

IMPREVU guarantees that the Products purchased by the Customer conform to a normal and foreseeable use for which they are intended and are free of detectable defects, attributable to errors in material, execution or manufacture.

7.2.

For technical or availability reasons, the quantity of Products may vary on delivery by 10%, more or less.

The shades and colours specified by the Customer when ordering may also vary significantly due to technical considerations that IMPREVU cannot control.

7.3.

The Customer shall report in writing to IMPREVU any lack of conformity, immediately and no later than 7 days from delivery.

7.4.

The Customer shall report in writing to IMPREVU any defect not apparent on delivery within 7 days after the appearance of said defect, under penalty of forfeiture of the guarantee. Proof of the prior nature of the defect to the transfer of ownership and the time of the appearance of the defect is the responsibility of the Customer.

7.5.

In the event of a lack of conformity or non-apparent defect demonstrated by the Customer, IMPREVU shall replace the Products. If replacement by an identical Product is impossible or disproportionate, the defective Product will be replaced by a Product with identical or similar functionalities depending on stock availabilities.

7.6.

If the replacement of the defective Products is impossible or imposes on IMPREVU disproportionate costs or inconveniences, IMPREVU will have the possibility to refund to the Customer the price of the involved Products, to the exclusion of any other compensation.

7.7.

The Customer shall return the defective Products in accordance with the instructions communicated by IMPREVU. The return costs are borne by IMPREVU, provided that these instructions have been complied with by the Customer.

7.8.

If it appears that the Products returned by the Customer are not defective or that the alleged defects did not exist at the time of delivery of the Products or that the alleged defects were caused by the Customer's action, by normal wear and tear, by improper use or a lack of precaution, IMPREVU will be authorised to:

- Either invite the Customer to recover his Products in their current state. In this case, the Customer will proceed to the recovery at his own expense;
- Or propose to the Customer to replace the defective Products, at the Customer's expense.

Article 8 - LIMITATION OF LIABILITY

8.1.

The Customer undertakes to make normal use of the Products as a caution person and in accordance with any instructions of IMPREVU. Failing this, IMPREVU declines all liability in the event of damage caused to the person or property of the Customer or to third parties.

8.2.

In any case, the contractual and extra-contractual liability of IMPREVU is limited to direct and foreseeable damages, provided that these are proven by the Customer. Any other liability of IMPREVU is excluded.

In particular, IMPREVU will in no way be liable for indirect damages such as economic and financial losses, loss of expected profits or expected savings, loss of customers, image, data, opportunities.

8.3.

In any case, IMPREVU's total liability under the Contract will be limited to an amount equal to the amount of the Customer's order.

Article 9 - FORCE MAJEURE

9.1.

IMPREVU is not obliged to perform its obligations in the event of force majeure, which includes, for example, natural disasters, acts and orders of public authorities, acts of terrorism or war, the unavailability of electricity networks or telecommunications services, the failure of a supplier or partner, accidents and diseases, as well as any other event that was not reasonably foreseeable and surmountable for IMPREVU.

9.2.

In case of force majeure, IMPREVU's obligations are suspended until the circumstances preventing their performance have disappeared. If the state of force majeure lasts more than 30 days, each of the parties is entitled to terminate the Contract by notifying the other party. If applicable, the Customer will be refunded for payments made, to the exclusion of any other compensation.

ARTICLE 10 – INTELLECTUAL PROPERTY

10.1.

IMPREVU remains the sole and exclusive owner of the intellectual property rights relating to its name, its logo, the creations it makes at the request of the Customer. The Customer does not acquire, by purchasing the Products, any intellectual property rights of any kind on the Products purchased.

10.3.

The Customer shall refrain from taking any action that is likely to infringe, directly or indirectly, the intellectual property rights of IMPREVU

ARTICLE 11 – MISCELLANEOUS PROVISIONS

11.1. Non-Waiver.

The fact that IMPREVU does not claim the benefit of one of the clauses of the GTS or of a breach by the Customer may not be interpreted, for the future, as a waiver of the right or obligation in question.

11.2. Partial invalidity.

If one of the provisions of the GTS is declared null and void pursuant to a law, a regulation or following a final decision of a competent court, it will be deemed unwritten, the other clauses nevertheless retaining all their effects and scope. IMPREVU may, if necessary, by mutual agreement with the Customer agree to replace the cancelled provision(s) by means of an amendment.

11.3. Evidence.

The Customer accepts that in the event of a dispute, he will not contest the opposability of the GTS, of which he keeps a printed version. The parties undertake to acknowledge the probative value of the printed version of all their electronic communications, in the same way and under the same conditions as that of other documents, drawn up or kept in printed form.

11.4. Applicable law – competent court

The GTS are governed by Belgian law.

All disputes arising out of or in connection with the formation, execution or interpretation of the GTS and/or the Contract, as well as any dispute relating to non-contractual liability will be submitted to the exclusive jurisdiction of the Commercial Court of Liège.

