

GENERAL TERMS AND CONDITIONS OF SALE

HOPPA BELGIUM SPRL, avenue Wanderpepen 49, 7130 Binche (Belgium)

Company Register of MONS 0630.871.469

Article 1: Scope

Unless specifically agreed between the parties, all the provisions of these general terms and conditions will be applicable to all agreements (present and future) concluded by us with our clients. They will also be applicable to contracts previously concluded, where they do not conflict with the terms and conditions stipulated therein. The buyer's general terms and conditions, as well as any amendment made by the buyer to our general and/or specific terms and conditions, will never be enforceable, unless expressly agreed in writing by us. The fact of us not invoking one of the provisions of these general terms and conditions at a given time can never be interpreted as us waiving our right to do so in the future. If the buyer's general terms and conditions stipulate that theirs should prevail over ours, the buyer renounces the provisions of their general terms and conditions which are contrary to or conflict with ours.

Article 2: Orders

Our quotations are valid for a period of one month. Cancellation by the client of one of their orders will automatically lead to the irrevocable payment to us of lump-sum compensation equal to the amounts already paid to confirm the order, amounting to at least 25% of the total order price. This compensation is intended to cover the administrative costs incurred in preparing the quotations, correspondence, stock management and our loss of profit. All orders are firm and final, whether placed over the telephone, in writing, by fax, email or even verbally. For each order not collected by the client within one month of notice of availability, the client will be invoiced an additional 10 euros per month, per box or sales unit. Furthermore, after 3 months, we reserve the right to place the merchandise on sale again, without compensation or refund to the client.

Article 3: Incoterms

The merchandise and all materials delivered to our clients under this contract will be delivered DDU (Delivered Duty Unpaid – Incoterms 2010). We deliver the merchandise to the buyer at the named place of destination, not unloaded from any arriving means of transport and not cleared for import. No import tax, of any kind, will be payable by us. The Client alone is responsible for the formalities and duties due (all taxes and fees).

Article 4: Timeframes

Our timeframes are given as an indication only. A timeframe will only be deemed imperative if it has been specified as such in the purchase order. We will nevertheless be released from all timeframes (even those deemed imperative) in case of force majeure (including: strike, technical incident, supplier delay or stock shortage), if the client does not respect the payment terms, decides to change (amendment, addition) the products or services ordered or does not provide us with the information requested in a specified time. In any case, we are only responsible for timeframes between the placement of the order and the shipment of the merchandise to the client by us. We assume no responsibility for delays attributable to any carrier or if the client transports the merchandise.

Article 5: We retain our ownership right over the merchandise sold until full payment of the price and additional costs (any fees, interest and penalties) has been received. Risk of loss or damage to the goods and responsibility for any damages that they could cause will be transferred to the client upon shipment of the merchandise.

Article 6: Unless otherwise specified, all our prices are given exclusive of VAT. Unless otherwise indicated, payment must be made prior to dispatch of the merchandise. Complaints do not suspend the client's payment obligations.

Article 7: We reserve the right, in case of non-payment or late payment of an invoice or any event likely to reveal a decline in the client's perceived creditworthiness, to terminate the contract or cancel/suspend any outstanding deliveries, without the client having the right to any claim for compensation. In this case, the client will be liable to pay the compensation stipulated in articles 2 and 8 of these general terms and conditions.

Article 8: Any sum unpaid on its due date will be automatically, without prior notice, subject to the contractual interest on arrears of 1% per month from the invoice due date and each initiated month will be payable in full. Furthermore, any sum unpaid on its due date will be automatically and without prior notice increased by the irrevocable payment of lump-sum compensation equal to 10% of the outstanding balance, amounting to at least €100, without prejudice to any other damages and/or interest. Partial payments will be allocated in accordance with article 1254 of the Civil Code, notwithstanding the content of any interim deduction or charge previously communicated.

Furthermore, the non-payment of a single invoice on its due date will lead all other invoices already issued or to be issued by us becoming immediately payable in full and all reductions, discounts and remissions agreed by us but not yet paid will be lost.

Unilateral deductions on the part of the client relating to one or more payments will be deemed as non-payment and may lead to all the above consequences.

Article 9: In case of product defect, complaints will only be admissible on condition that they are sent to our head office by registered letter with acknowledgement of receipt, within five days of receipt of the invoice. If the complaint is upheld by us, our only obligation is to replace the merchandise. We will not be required to pay any compensation, for any reason whatsoever, direct or indirect, except in case of fraud or gross negligence on our part. If the defect relates to the visible condition of the merchandise on delivery, any dispute arising in relation to the condition of the merchandise must be the subject of reservations contained in the delivery note, signed by the recipient and countersigned by the delivery person. Any subsequent complaint will be deemed inadmissible.

We assume no responsibility in relation to the quality of the products sold, when these have been manufactured or packaged by third parties. Furthermore, we assume no responsibility if the products sold or delivered have been stored at the client's premises in conditions that are abnormal or incompatible with their nature or have been damaged between the date of delivery to the client and their use.

In any case, although we make every effort to advise our clients, we assume no responsibility if the product is not to their liking.

Products that have been used or started cannot be exchanged.

Article 10: HOPPA BELGIUM SPRL may collect the personal data of its clients and representatives thereof, in particular their surname, first name, address, email, telephone, date of birth and sex. This is collected exclusively for statistical purposes, the performance of the contract concluded with the

client and marketing campaigns aimed at promoting HOPPA BELGIUM products. Under no circumstances will HOPPA BELGIUM communicate this data to third parties. HOPPA BELGIUM SPRL complies with Regulation 2016/679 of the European Parliament and of the Council of 27/04/2016 (General Regulation on Data Protection). The client has the right to ask which data is being collected and to have it amended or deleted. By default, personal data is held for five years by Hoppa Belgium. When the data needs to be held for longer as a result of legal, accounting or fiscal obligations or for the performance of the contract with the client, HOPPA BELGIUM will hold it for the entire duration of the legal requirement, without the client having the right to delete it.

Article 11: In case of dispute by the client relating to a portion of the amounts invoiced by us, the client is obliged to pay the undisputed amount under the specified conditions. Failure to do so will place the client at risk of incurring, at the very least in proportion to these amounts, all penalties stipulated.

Article 12: The invalidity or unenforceability of one of the clauses of this contract will not affect the other clauses. In this event, the parties will try to replace the offending clause with an economically-similar provision.

Article 13: This contract is subject to Belgium law. In case of dispute, the courts of Hainaut, Mons division (Belgium) alone will have jurisdiction. The French text of these general terms and conditions will always prevail over any text of said terms and conditions translated into another language, which will only be valid for commercial purposes and for general information. In case of discrepancy between the French text and the translated text, only the French text will be applicable.