



## GENERAL TERMS AND CONDITIONS OF SALE

### 1. SCOPE

- 1.1 This document is the general terms and conditions of NV Chocolaterie Limar (*public limited liability company Chocolaterie Limar*), with registered office at Treskesdijk 5, 2300 Turnhout, CDE 0451.902.907, LPR Antwerp, Department of Turnhout ("LIMAR").
- 1.2 The legal relationship between LIMAR and the client shall always be governed by these general terms and conditions, which apply to all documents issued by LIMAR, such as price quotes, confirmations of order and invoices, to all orders issued by the client, and more generally, to all agreements between LIMAR and the client.
- 1.3 The application of other general terms and conditions is explicitly excluded.
- 1.4 Deviations from these general terms and conditions must be laid down in writing, and interpreted in a limitative manner, and limited to the relevant agreement/order.

### 2. PRICE QUOTES

- 2.1 Unless stipulated otherwise, price quotes are valid for 30 calendar days from their dispatch to the client. LIMAR always has the right to adapt any material errors and omissions.
- 2.2 When hardship doctrine (*imprevisieeler*) is applied (cf. Article 8.1), LIMAR has the right to adapt prices, if those adaptations are justified by objective circumstances beyond its control, (e.g. increase of tax tariffs, prices of raw materials, wage costs, etc.).
- 2.3 Unless explicitly stated otherwise, the prices indicated by LIMAR do not include taxes of any kind (VAT, import duty, etc.) and do not include transport costs.
- 2.4 Price quotes and accepted orders always apply subject to the reserve of the availability of raw materials (at a market compliant price).

### 3. INVOICES – PAYMENT

- 3.1 Unless stipulated otherwise, invoices are payable in cash.
- 3.2 Invoices are payable in Euros at the registered office of LIMAR. Payment shall be made by transfer to the account number mentioned on the invoice.
- 3.3 Any complaints regarding invoices must be communicated to LIMAR, giving sufficient explanation, within 10 calendar days of the invoice date, by registered letter and email ([invoice@limarchocolates.com](mailto:invoice@limarchocolates.com)). The payment obligation of the client is not suspended in the event of complaints.
- 3.4 If payment is not made on time on the due date, the unpaid principal amount shall, lawfully and without advance notification of default, be uplifted by interest on the arrears of 8% per annum, and by a sum of compensation of 10% (with a minimum of 125.00 Euros), without prejudice to the right of LIMAR to claim compensation of its actual damage.
- 3.5 In the event of non-payment, LIMAR is entitled to suspend its own obligations, and to request any reasonable guarantee from the client (additional security, payment in advance, cash payment on delivery, etc.).
- 3.6 If an invoice is not paid, the balance of other invoices, even those not yet falling due, shall become immediately payable.
- 3.7 LIMAR is entitled to deduct payments from the oldest invoices first, and to use them for interest and costs first.

### 4. DELIVERY – RISK

- 4.1 Delivery periods are always indicative and not binding. Any exceeding of the delivery period cannot give cause for compensation. If LIMAR expects a delay in the foreseen delivery date, it shall immediately notify the client of this.
- 4.2 Delivery is Ex Works.

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## 5. LIEN

The goods supplied by LIMAR to the client shall remain the property of LIMAR until they have been paid for in full, irrespective of any mixing or processing of the goods.

## 6. CANCELLATION

6.1 Orders cannot be cancelled.

6.2 If the client still cancels his order, LIMAR shall be entitled to full compensation. Its damage shall be estimated at a fixed amount of (i) 30 % of the amount of the cancelled order, if production has not yet commenced, (ii) 50 % of the amount of the cancelled order, if the order is already in production, or (iii) 100 % of the amount of the cancelled order for private label products, all of this without prejudice to the right of LIMAR to compensation of its proven actual costs in excess of this.

## 7. COMPLAINTS

7.1 On receipt of the goods, the client must inspect them, and check for visible damage/defects and whether the goods supplied are compliant with the order.

7.2 Complaints regarding visible matters (non-compliance with the order, or visible defects/damage) must be reported within 24 hours of receipt, by registered letter and email ([complaints@limarchocolates.com](mailto:complaints@limarchocolates.com)). Failing this, the goods shall be deemed to be in good condition and to have been supplied in compliance with the agreement.

7.3 Any other complaints must be notified to LIMAR immediately on discovery, by registered letter and email ([complaints@limarchocolates.com](mailto:complaints@limarchocolates.com)).

## 8. UNFORESEEN EVENTS - FORCE MAJEURE

8.1 If, during the term of the agreement, exceptional circumstances occur, which were unforeseen/unforeseeable at the time of concluding the agreement, but seriously disrupt the balance of the agreement, thereby rendering performance unreasonably difficult or more costly for LIMAR, the parties shall renegotiate in order, for instance, to agree a reasonable price increase or (as ultimate remedy) to dissolve the agreement.

8.2 LIMAR is not liable for any failure to respect the agreement which is a consequence of an external cause or circumstances which are not attributable to it. In such a case of force majeure or external cause, which terms shall be broadly interpreted, it shall not owe any compensation, or be able to incur any contractual sanction. If the situation of force majeure is temporary, its obligations shall be temporarily suspended. If the situation of force majeure lasts longer than two months, it shall be lawfully released from its obligation. If the client himself invokes a situation of force majeure which lasts longer than two months, LIMAR shall be entitled to terminate the agreement without a notice period.

8.3 "Force majeure" in Article 8.2 shall be taken to mean any circumstance beyond the control of LIMAR, which renders respect of the agreement impossible in a reasonable manner, such as strike, revolt, war and other riots, boycotts, blockades, natural disasters, epidemics, pandemics, shortage of raw materials, hinder or interruption of transport options, extreme weather conditions, fire, machinery breakdown, disruptions in the business of LIMAR, problems at suppliers, measures of any government body, etc.

## 9. LIABILITY

9.1 The liability van LIMAR is always limited to direct damage and to the amount paid out by its liability insurance company.

9.2 No provision of these general terms and conditions can affect the right of LIMAR to full compensation.

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## **10. INSOLVENCY**

In the event of serious suspicions that the client will be unable to respect his payment obligation, or in the event of actual failure to pay/perform, cessation of payments, (application for) judicial reorganisation, (application for) bankruptcy, liquidation or winding-up of the client, and if seizure for security or execution is imposed on the client, LIMAR shall have the right:

- to suspend one or more of its obligations arising out of the agreement and/or agreements directly linked to it;
- to demand full or part payment prior to delivery of other goods, notwithstanding differently-worded clause;
- to regard the agreement as lawfully dissolved without prior notification of default without advance notification of default and without prior involvement of the courts.

## **11. INTELLECTUAL PROPERTY**

- 11.1 LIMAR shall be/remain the exclusive owner of all of the intellectual property rights which relate to the goods supplied or which arise in the context of performance of the agreement between LIMAR and the client (e.g. design of chocolate goods, packaging, etc.), and this also in the case of private label products.
- 11.2 The client is only permitted to resell these goods and advertise them. Any other use by the client, including manufacture (by means of others) of the protected products by another supplier, is forbidden.
- 11.3 The client shall indemnify LIMAR, if it transpires that goods manufactured at the instruction of the client constitute an infringement of intellectual property rights.

## **12. MISCELLANEOUS**

- 12.1 The nullity or unenforceability of one of the provisions of these general terms and conditions shall not threaten the validity and enforceability of the other provisions. The parties shall replace the null and void or unenforceable provision with a provision which approximates its contents as closely as possible.
- 12.2 LIMAR has the right to transfer its rights and duties arising out of the agreement in full or in part to a third party. If the client wishes to transfer (his obligations pursuant to) an agreement to a third party, this shall require the advance, written and explicit consent of LIMAR.

## **13. APPLICABLE LAW – COMPETENT COURT**

- 13.1 The legal relationship between LIMAR and the client is governed exclusively by Belgian law.
- 13.2 The Enterprise Court of the place of establishment of the registered office of LIMAR is competent to take cognizance of disputes. However, this article does not affect the right of LIMAR to summons the client before any other court which is competent according to common law.

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