

GENERAL TERMS AND CONDITIONS

1. The present general terms and conditions prevail over those of the Buyer or his intermediary.
2. Any sale confirmed by us directly - or by our agent - is definitively binding on the Buyer unless the latter informs us by registered mail, within 48 hours of receipt of confirmation, that he renounces his purchase.
3. We retain ownership of all goods sold until all invoices have been paid in full. As long as invoices remain unpaid, in whole or in part, it is strictly forbidden for the Buyer to transfer or pledge the delivered goods. In the event of non-payment of invoices on the due date, we are entitled to demand their immediate return, without prejudice to any damages. Any processing of the goods shall result in the full and complete transfer of our right of ownership of the finished goods, without our assuming any manufacturing or processing liability towards third parties. In the event of a violation of our retention of title, our right of ownership shall extend to the resale price.

Upon delivery, risks of any kind, in particular fortuitous events, force majeure and those related to the custody of goods are transferred to the Buyer.

Failure to pay invoices on any of the due dates may result in the goods being reclaimed.

4. As we are dependent on our suppliers and carriers, any loading or delivery time includes a tolerance margin of 30 days beyond the final deadline date. The goods can be loaded in one batch or spread over several batches.
5. The fixed quantities are subject to a tolerance of 15% more or less.
6. In assessing the quality and specifications, the tolerances customary in the country of origin of the goods are permissible.
7. The Buyer shall provide us, at his expense and under his sole responsibility, with the drawings, patterns, figures, illustrations and any other graphic elements to be reproduced on the goods ordered, in such forms and on such media as we may request. The Buyer unconditionally guarantees us that the drawings, patterns, figures, illustrations and other graphic creations constitute original creations and/or that he has, where applicable, completed all formalities and obtained from the third parties concerned all necessary authorizations for the reproduction on the goods ordered of these drawings, patterns, figures, illustrations and other graphic elements. In all cases, the Buyer gives us his guarantee against any recourse of any kind whatsoever brought against us as a result of the use of the drawings, patterns, figures, illustrations and other graphic elements reproduced on the goods ordered. The Buyer shall indemnify us accordingly for any loss or damage and reimburse us for any costs that may arise for us, directly or indirectly, as a result of such recourse or as a result of any breach of the foregoing obligations.
8. In accordance with the provisions of the Vienna Convention, if the Buyer fails to specify the shape, color or any other characteristic of the goods ordered within 15 days of our request, we shall be entitled to carry out this specification ourselves in accordance with the Buyer's presumed needs, of which we may be aware. Our specification is directly binding on the Buyer, unless, due to his silence, we decide to cancel the sale - or what remains to be delivered - and to claim damages on the grounds of unlawful breach of contract.
9. Because it involves circumstances beyond our control, any increase in the cost of freight, insurance premiums or export taxes in the country of origin or a change in the currency exchange rate, which occurs after the conclusion of the sale, shall be borne exclusively by the Buyer.

10. Because it involves circumstances beyond our control, any sale of goods with or without customs clearance, any increase in import duties as well as any imposition or possible levying of anti-dumping duties for the goods in question shall be borne exclusively by the Buyer.
11. If insurance is the responsibility of the Buyer, in particular if the sale is agreed C&F, the Buyer is obliged to transfer the benefit of same to us as a guarantee for the payment of the price.
12. In the event that the sale of the goods is subject to quotas or contingents, our obligation shall be limited to the production of the relevant certificates or licenses issued by the competent authorities of the country of origin. In all other cases, the Buyer assumes responsibility for the import of the goods into the country of destination and therefore the sale is final without being dependent on any allocation of quotas, contingents, licenses or export certificates in the country of destination or import.
13. If the Buyer's creditworthiness deteriorates, we reserve the right - even after partial shipment of the goods - to demand such security from the Buyer as we deem suitable for the proper fulfilment of the obligations undertaken. The Buyer's refusal to comply may result in the suspension or cancellation of all or part of the order, without prejudice to our right to claim any damages.
14. No claim, whatever the subject, shall be admissible after the expiry of a period of 8 days after the unloading of the goods at destination. It must be made in writing and confirmed by registered mail within this period. No claim shall be admissible if the Buyer has disposed of, used or processed the goods.
15. Notwithstanding any complaint, the Buyer is obliged to pay the part of the invoices not covered by aforementioned complaint on the due date.
16. We shall not be liable for any hidden defects, unless we were aware of these at the time of delivery of the goods. For any purchase of certified goods (organic cotton, recycled polyester or other), we call on an international inspection, verification and control body to certify their quality. We are not responsible for any delay in issuing the certificate, fault, error, omission or negligence in the certificate issued by it. On the other hand, we shall only be liable for intentional fault or willful misconduct, to the exclusion of any other fault or negligence.
17. Without prejudice to the Belgian law of 2 August 2002 implementing Directive 2000/35/EC modified by Directive 2011/07/EU, any delay in payment of an invoice on its due date shall automatically and without notice of default result in interest of 12% per annum being payable.
18. In the event of unlawful non-fulfilment of one of the clauses of this contract, in particular in the event of late payment, the Buyer shall pay us as liquidated damages a sum equivalent to 15% of the amount due, if this is less than €10,000, with a minimum of €150, and 10% if the remaining balance is greater than €10,000.
19. If the contract is dissolved due the Buyer's fault, he shall be obliged to pay us damages equal to the loss incurred and the loss of profit. These damages and interests may under no circumstances be less than 15% of the amount of the contract or of the part of the contract that is declared rescinded.
20. Any event beyond our control, such as fortuitous event, force majeure, war, strike, lockout, government measures, etc. shall result, as the case may be, in the extension of delivery times or the release of our obligations.

21.If, due to unexpected changes in circumstances after the conclusion of the contract, the performance of a contractual obligation by us or of an obligation arising from a unilateral legal act has become so onerous as to be manifestly unfair to force us into this obligation, the parties must renegotiate the contract.

The court may award damages for the loss we have suffered as a result of the Buyer refusing to renegotiate or breaking off negotiations contrary to good faith and fairness.

22.In the event of a dispute, the French-speaking courts of Brussels shall have sole jurisdiction.

Only Belgian law shall apply.