

General terms and conditions of sales --- V2018-001 --- dd. 04-2018

Of MAD ABOUT MATS™ by EMPIRE CARPETS INTERNATIONAL N.V. positioned at Brugesstraat 140+, 8531 Hulste, BELGIUM, registered under the company identification number BE 0878.377.263.

0 - Definitions

In these conditions is understood under:

Supplier: MAD ABOUT MATS™ by EMPIRE CARPETS INTERNATIONAL N.V., Brugesstraat 140+, 8531 Hulste, BE 0878.377.263, BELGIUM.

Demander: the natural or legal person who supplies a task, demands goods to the supplier.

1 - General

1-1 - Unless explicitly otherwise agreed in writing between Supplier and demander, all offers, services and orders and the entire relation between Supplier and Demander are subject to the terms of sale hereinafter, which prevail over and exclude all terms of purchase of Demander.

1-2 - All the offers of Supplier are without engagement. Unless otherwise agreed in writing, the offers have are valid during a three weeks period.

1-3 - All offers of Supplier are issued under reservation of the approval by the Executive Board of Supplier.

1-4 - The supplier can only be considered bound to an order if and insofar this has been explicitly confirmed by the Supplier in a written document.

1-5 - By placing an order, Demander recognizes having paid close attention to the present conditions of sales and to accept those.

2 – Prices and payment

2-1 - Demander has to pay all invoices in full within 30 days from the date of the invoice. The invoices are payable in euro and at the seat of Supplier, in Hulste, without any right to claim a reduction or to proceed to a debt compensation. Upon default of payment on the relevant due date, Supplier shall automatically and without notice be entitled to claim a default interest of 12% per year. Upon default of payment on the relevant due date and in absence of any payment within 8 days after written summon, the outstanding balance will be majored with 15%, as a compensation for the extrajudicial expenses, with a strict minimum of 250,00 €.

2-2 - In case of default of payment or upon refusal by Demander to furnish the required payment security, Supplier is entitled to suspend his obligations towards Demander, without prejudice to his right to dissolve the agreement.

2-3 - In the event of an invoice remaining unpaid on the due date, all invoices shall immediately become due for payment, regardless of their original maturities.

2-4 - If Demander fails to honour his engagements, Supplier can automatically and without prior summon invoke the dissolution of the agreement by sending a letter by recorded delivery to Demander without prejudice to his other rights according to the present terms and conditions.

2-5 - If the confidence of Supplier regarding the solvability of Demander is shocked as a result of actions of judicial execution against Demander and/or demonstrable other events which can harm and/or block the confidence of Supplier as to the correct execution of the obligations of Demander, Supplier reserves the right to claim the delivery of suitable guarantees from Demander. If Demander doesn't obey, Supplier reserves the right to cancel the order partially or completely, even if the goods were already entirely or partially delivered. Demander will have no right to claim any indemnity.

2-6 - Delivered goods shall fully remain the property of Supplier until all receivables, including any interest and/or compensation, on whatever legal grounds, have been fully paid. Paid advances will remain acquired by Supplier as compensation of possible resale losses. The risks concerning the goods however, are transferred to Demander from the relevant date of the invoice.

2-7 - In case of dissolution of the agreement, paid advances will remain entirely acquired by Supplier as fixed damage costs and this with a maximum of 30% of the value of the order, without prejudice for Supplier to his right to claim a higher compensation for the real suffered damage.

2-8 - If changes related to currency rates, legal charges or other taxes occur after the conclusion of the agreement, these can be charged to Demander, as to the sole discretion of Supplier.

2-9 - Unless differently mentioned, all prices and costs are exclusive VAT and other levies and taxes.

3 – Delivery

3-1 - The agreed delivery deadlines are exclusively mentioned as an indication and are not binding for Supplier. Exceeding of the delivery deadline can never cause the dissolution of the agreement, or any compensation claim against Supplier.

3-2 - The delivery deadline starts from the closing of the agreement, from which the present condition of sales are an integral part, yet not earlier than after reception of all information and data required by Supplier as well as after acquisition of all necessary licenses, approvals and/or dispensations.

3-3 - Any delay or prolongation of the activities related to the order will enable Supplier to charge eventual extra costs to Demander, provided that the delay or prolongation is not caused by the Supplier.

3-4 - Any request by Demander for the annulment, suspension or modification of a placed order, shall be done in writing and at the seat of Supplier, with respect of a delay of minimum 5 days prior to the agreed delivery deadline. Annulments or modifications in minus of any order gives the right to Supplier to dissolve the agreement in accordance to art. 2-7 of the present general conditions and will, in addition, always cause the charge of the already supported costs and/or the recalculation of the applicable prices.

4 - Guarantee and liability

4-1 - With respect to the dimension, quality, weight and colours of the delivered goods, the usual tolerances are applied.

4-2 - In case of defective or non-conforming delivery, which has been explicitly accepted by Demander, the guarantee of the Supplier is limited to the replacement or exchange of the concerned goods, without any right for Demander to claim any indemnity.

4-3 - Supposing that the replacement of the exchange of the goods is impossible, Supplier will at most be held responsible to pay the price of the recalled goods.

4-4 - Supplier cannot be held responsible for any damages suffered by Demander as a result of the use of the purchased goods. The Supplier may not be held liable for any damage caused due to improper use of the sold goods. This is understood to mean, without being exhaustive, any use contrary to the technical sheet, gluing, stapling or by any means attach the sold goods to a surface or to a wall, excess liquid contact, contact with combustible substances, as well as with any kind of fat substances.

4-5 - Supplier cannot be held responsible for any damages suffered by Demander as a result of the use of the purchased goods.

Supplier cannot be held responsible for the non-conformity of the delivered goods, when the non-conformity is due to incorrect or incomplete information given by Demander.

4-6 - When Demander orders the production or reproduction of drawings, pictures, etc., he guarantees Supplier that he has received all necessary permissions and Demander guarantees that he will safeguard Supplier against any claim from a third party about this matter, for example, a claim due to the infringement of intellectual property.

4-7 - All designs, digital material, printed matters, interpretations, etc. created by Supplier, no matter what technique has been used, regardless the fact that it has been created in concertation with Demander or according to his instructions, remains the exclusive property of Supplier, who is the only owner of the intellectual property rights.

5 – Hardship clause

5-1 - Supplier shall never be held responsible for any delay in the execution of the agreement or in case he cannot meet his obligations towards Demander as a result of unforeseen circumstances or events which disturb the contractual balance. Following circumstances will, amongst others, be considered as 'Force majeure' or as unforeseen and affecting the normal execution of the contract: political tensions or wars, crashing of the financial markets, exceptional weather conditions, fire and other disasters, company disturbances of any form (strikes, sickness of staff members, government measures, etc.), etc.

5-2 - Nevertheless, Supplier will make every effort to avoid, remove or reduce such unforeseen circumstances or events in order to continue the normal activities, if possible.

6 - Suspension and dissolution

6-1 - If Demander doesn't observe, doesn't observe decently or doesn't promptly observe his obligations resulting from the agreement with Supplier, as well as in case of bankruptcy, cease of payment, liquidation or when he is put in ward or trusteeship, he will automatically be considered to be in breach of his contractual duties and Supplier will have the right to suspend the execution of the agreement or to dissolve the agreement entirely or partially, without any prior summon or intervention of a judge and without any right for Demander to claim any indemnity from Supplier. In that case, all demands from Supplier towards Demander will become immediately claimable.

7 - Reception goods and complaints

7-1 - The goods are considered to be delivered at the seat of Supplier, even though Supplier is responsible for the shipment or the transport of the goods, whether or not he supports the charges of it. The goods are always dispatched/shipped/transported at the own risks of Demander. If the goods cannot be delivered on the agreed delivery date, due to circumstances independent of the will of Supplier, the latter shall be entitled to invoice the goods and to store the goods at risk and expenses of Demander.

7-2 - All complaints concerning the delivered goods must be introduced in writing by recorded delivery letter within a period of 5 working days after the delivery of the goods. After this delay, the goods will be considered definitely accepted. Supplier cannot be held responsible for any damage resulting from the shipping/transport or the installation of the goods.

7-3 - All complaints concerning the content of invoices of Supplier must be introduced in writing by recorded delivery letter within a period of 5 working days after the date of the invoice. After this delay, all invoices will be considered to be accepted by Demander.

8 – Personal information

8-1 - The Demander authorizes the Supplier to include the personal data provided by the Demander in an automated data file. The Supplier warrants that she will act in accordance with any applicable regulations in the context of the processing of personal data. This data can be used for the purposes of the implementation of the agreement. If the Demander has questions regarding the use of his personal data, he can contact admin@empire.be.

9 - Appropriate right and competent judge

9-1 - The agreement between Supplier and Demander, as well as its validity, falls exclusively under the scope of the Belgian law and shall be governed by Belgian law, even in case of partial of complete execution of the agreement in another country or if the seat or domicile of Demander is located in another country.

9-2 - Any and all disputes arising from the validity, the interpretation, the execution or the dissolution of the agreement between Supplier and Demander will be exclusively subject to the jurisdiction of the Courts of the West-Flanders judicial district, department of Kortrijk, Belgium.

10 – Final Provisions

10-1 - The present general terms and conditions of sales have been deposited at the company register of Kortrijk, are always available for Demander upon request and can be consulted on the website of Supplier.

10-2 - The present general terms and conditions prevail on the general terms and conditions of purchase of Demander.

10-3 - These general conditions are divisible and if a clause, for any possible reason, is invalid, the remaining clauses of the conditions remain entirely effective. The invalid clauses of these conditions shall be replaced by valid provisions which are as much as possible identical to the invalid one.