

GENERAL TERMS & CONDITIONS

1. Applicability: The signature of the order form by the client implies acceptance of these general terms and conditions by the client and supersedes any contrary stipulations included in any document or correspondence from the client excepting written and formal consent on the part of "AdGrafics Design Studio" (hereinafter «SPRL») or one of its authorized representatives.

2. Purchase order: The present order form constitutes the integrality of the agreement between the parties relative to the goods or services described and supersedes any anterior agreement, correspondence or written document. No document, no convention, no indication, nor any clause can obligate the SPRL unless it is the object of a specific amendment or convention signed by the client and the SPRL or one of their authorized representatives.

3. Price: Only the prices cited in the order form obligate the SPRL. The amounts will be definitively established on the day of the signature of the order form by the client.

4. Delivery timeframes: The delivery and/or production timeframes set out, as appropriate, in the order form will be respected insofar as is possible, but do not constitute an essential clause of the agreement between the parties. A delay in delivery or execution cannot be invoked by the client to nullify the contract, claim compensation and interest, or validate any other claim, unless specific and written stipulation to the contrary are formally accepted and agreed to by the SPRL.

5. Delivery of goods or services: As soon as the goods or services ordered are available they are at the disposition of the client who will be notified by phone or other means of communication agreed to at the time of the order. Delivery–reception of goods or services is considered as effective when the goods or services leave the premises of the SPRL or any other location where they are available for the client to take delivery conforming to the first paragraph of the present document, whether received directly by the client or by the transporters designated by the client or the SPRL on the request of the client. From this moment, any risks of loss or damage to the goods, during transportation for example, are the responsibility of the client. If the client does not take delivery of goods in the month following their availability, these goods will be considered as delivered - received on the date of notification, which implies that responsibility in case of theft or damage is the responsibility of the client and that the period of guarantee begins from the date of said notification.

6. Transfer of property: In any case and following the derogation of article 1583 of the Civil Code, ownership of ordered goods is not transferred to the client until integral payment of the agreed amounts. The client agrees to conserve the goods in good condition until integral payment of the agreed amounts. In the case of non-payment by the client of the invoices of the SPRL by the payment deadlines, the SPRL can, with full rights and without notification, consider the convention null and void. The SPRL will be, at that moment, authorized to claim restitution of the goods from the client without any prejudice for compensation for damages or loss.

7. Claims: Receipt of goods by the client constitutes acceptance without reservations of their conformity as to quantity and quality. Any claims or complaints as to the quantity and quality of goods or services or invoices must be received by the SPRL in the form of a reasoned claim by registered mail, otherwise entitlement will lapse, at the latest fifteen days from the date of delivery of goods or the last date of services rendered. Introduction of a claim does not dispense the client of his payment obligations. If the claim is valid, the guarantee of goods is limited to replacement of defective goods by the SPRL or reimbursement of the amount of the order excluding any compensation for damages and interest.

8. Invoicing – Payment – Late payment: The invoices emitted by the SPRL are payable—at the very latest before the deadline date mentioned on the reverse of the invoice—to the headquarters of the SPRL to the bank account in its name with BNP Paribas Fortis comporting the number: BE69 0017 6620 3278. In the case of late payment, the SPRL reserves the right to suspend services and to continue

provision on regularization of payment. In the case of non-payment on the due date, the invoices will comport, with full rights and without notification, an interest charge of 10% per year. What's more they will be increased, with full rights and without notification, by 10% as a forfeitary indemnification. The amount of the indemnity will never be less than 45,00. Default or late payment of all or part of an invoice will result, with full rights and without notification, the collectability of all other due invoices. The SPRL reserves the right to refuse any ulterior order from the client or to submit such an ulterior order to acceptance of agreed and sufficient guarantees.

9. Modification or cancellation of order: By signature of the order form, the client orders definitively and irrevocably goods or services. No order can be cancelled or modified without the prior written agreement of the SPRL and subject to compensation for the ensemble of the resulting expenses by the client. Unless there is prior written agreement by the SPRL, in the case of cancellation of an order by a client, the SPRL can either claim integral payment for goods and services cancelled if these have been furnished in part or in whole, or payment of compensation equal to 50% of the amount for goods and services if these have not yet begun production or delivery. In addition, if the order comports payment of a deposit indicated on the order form, this deposit is not reimbursed whatever the reasons for the cancellation.

10. Cancellation: Cancellation of the order for goods or services can be effected by either party, effective immediately, if either party does not respect the obligations set out in the present General Terms and Conditions and does not, within 15 days, rectify any irregularity notified by registered mail by the other party.

11. Intellectual property: The client is the only responsible for the content of printed or electronic publications whose execution he has ordered from the SPRL. He is notably responsible for all authorizations and eventual payment of copyright for programs, texts, photos, illustrations, music and, in general, any work used; and he guarantees the SPRL protection as to any claim by a third party or judgment in principle, interests and expenses.

12. Responsibility: The SPRL promises to execute the delivery of goods or services in conformance with the information on the order form and to the best of its ability. The client promises to collaborate with the SPRL for the duration of the execution of the order to facilitate and improve the quality of the goods or services described in the order form. The responsibility of the SPRL is limited to compensation damages that are direct, predictable, staff-related and indisputably due to its own fault. The SPRL can never be held responsible for indirect damages of any nature experienced by the client or a third party such as supplemental expenses, operating losses, loss of contract, loss of data, software, machine down-time, financial or commercial injury, loss of profit or market share, increase in general expenses or any other damage of this type resulting from the execution of the order. The client is fully informed of the artistic qualifications of those made responsible by the SPRL for the realization of all or part of the order and renounces invoking the direct responsibility of the SPRL on this point. The SPRL acts as an independent goods and service provider in regard to the client and is the unique responsible agent. The client entirely assumes responsibility for the protection and conservation of its proper information.

13. Unforeseeable circumstances (force majeure): If as the result of unforeseeable circumstance the SPRL is obliged to interrupt the execution of the order, the execution of the contract will be suspended during such time as the SPRL cannot ensure execution and delivery. Unforeseeable circumstances (force majeure) designates all events independent of the will of the SPRL, unpredictable and unavoidable, of any nature such as natural catastrophes, weather events, fires, strikes, sabotage or judicial or administrative measures that render the execution of the contract impossible.

14. Revocation or invalidity: The invalidity of any clause of the present general terms and conditions does not invalidate other clauses. The invalidated clause must be replaced, by common agreement or by judicial decree, by a clause similar in economic intention to the invalid clause.

15. Court having jurisdiction and applicable law: The contractual relations between parties to the present general terms and conditions are exclusively governed by Belgian law. In the case of dispute as to the application or interpretation of the present, and in the case of failure to reach a common accord, the Tribunal of Brussels is the only competent judicial body unless the SPRL, acting as the requestor, prefers to bring action before another competent court.