

## GENERAL TERMS AND CONDITIONS FOR TAKING WING

Unless expressly agreed otherwise, all of our invoices are due for payment within 30 days of the date on the invoice.

The client agrees that it will be requested to pay an advance of 25% of the estimated value for the assignment.

Subject to a more accurate estimate of any damage suffered, and in accordance with article 1794 of the Civil Code, the client will be charged a fixed indemnity in the event of an assignment being cancelled, amounting to:

- a. 25% (twenty-five per cent) of the estimated value of the assignment, if cancellation is made earlier than six weeks prior to the scheduled commencement date;
- b. 50% (fifty per cent) of the estimated value of the assignment, if cancellation is made in the period of six to two weeks prior to the scheduled commencement date;
- c. 75% (seventy-five per cent) of the estimated value of the assignment, if cancellation is made in the period of two to one weeks prior to the scheduled commencement date;
- d. 100% (one hundred per cent) of the estimated value of the assignment, if cancellation is made one week prior to the scheduled commencement date.

Any dispute regarding an invoice must be lodged in writing within eight days of the date on the invoice, stating the invoice date and number, as well as the precise reason for disputing the invoice.

In the event of non-payment or incomplete payment of the invoice within the period stated, late-payment interest will be charged automatically and without service of default on the unpaid portion at the rate of 1% (one per cent) per month and part thereof until such time as payment is made in full.

In the event of payment not being made on time, or total or partial failure to pay, a fixed indemnity of 10% (ten per cent) will be charged by way of compensation, again automatically and without service of default, with a minimum of 35 EUR (thirty-five euro). This fixed indemnity does not include the cost of collecting unpaid bills of exchange or cheques, or any other specific collection charges. These costs will be charged separately.

In the event of payment not being made on time, or total or partial failure to pay, we reserve the right to cease providing all further services immediately. We also reserve the right, automatically and without service of default, to

consider the agreement cancelled by the client in full, or for any part not yet fulfilled.

If this should be the case, the client shall have no recourse, nor any right to compensation for the unfulfilled provision of services or assignments.

If as the result of force majeure, strike, lock-out or similar circumstance we are unable to fulfil the agreement, we reserve the right to terminate the agreement without it being possible for any compensation for damages to be claimed.

We reserve the right to consider the agreement cancelled, automatically and without service of default in the event of the bankruptcy or obvious insolvency of the purchaser, as well as if there is any modification in the client's legal status.

Our agreements are governed exclusively by Belgian law. In the event of a dispute, the Courts in Antwerp and, where appropriate, the Justice of the Peace for the Canton of Merksem, shall have sole jurisdiction.

Any complaints regarding the fulfilment of an assignment must reach us at the latest eight days after being carried out. In the event of contractual or non-contractual error, we may not be held liable under any circumstance for consequential damages and our liability for direct damage is limited to the corresponding cost price of the assignment in which the error was committed.

All designs, courses and similar items produced specially for an assignment will be charged to the client, even if they are not the subject of a sale between the parties. They also remain our intellectual property.

If the client makes certain designs, models, materials, texts, other tools or similar items available for the assignment, they will remain the property of the client. However, we may exercise a right of retention over such property of the purchaser/client until such time as our invoices have been paid in full. If there is any loss or damage, we are only liable as an unremunerated custodian.

If the client requests us to work in a particular manner, applying a particular procedure or using specific texts and materials, the client is then solely responsible for arrangements with third parties arising from the protection of models, copyright or any other intellectual property rights. If required, the client will intervene voluntarily in any legal action in order to provide us with total safeguard in the matter.

