



General Terms and Conditions of Sale of La Couronne du Comte

Article 1 Applicability

1. These Terms are an integral part of all Agreements and apply to all (other) legal and other actions between La Couronne du Comte and Customer.
2. La Couronne du Comte explicitly rejects the applicability of any general or specific terms and conditions or stipulations of the Customer.

Article 2 Offers and price indications

1. All offers and price indications are entirely free of obligation, unless explicitly otherwise agreed upon in writing.
2. All offers are made upon the condition that the product being offered is in stock (at our supplier). When the ordered products are temporarily not in stock, buyer will be notified by email and buyer will be offered the opportunity to wait for the ordered products or to cancel the order. When the ordered products are not available anymore, buyer will be notified of the cancellation of the order.
3. All offers and price indications are based on the prices valid at the time of the order. Price indications are exclusive of handling and postage and inclusive of sales taxes.
4. Each change in the factors that affect the price and the additional costs of La Couronne du Comte, among which purchase prices, currency rates, import and export duties, and other levies payable at import or export, insurance rates, freight rates, and other levies or taxes, can be passed on by La Couronne du Comte to the customer, insofar this is not forbidden by any imperative legal provision.
5. If, upon acceptance, the offer made by La Couronne du Comte is departed from, La Couronne du Comte will regard this acceptance as an invitation to make a new offer. In that case, La Couronne du Comte will make a new offer in writing, to which this article applies.

Article 3 Agreement

1. An agreement can only be concluded if and insofar La Couronne du Comte accepts an order from the customer, or if La Couronne du Comte executes an Order.
2. Amendments of and additions to any provision in an agreement and/or the terms can only be agreed upon in writing.
3. If an amendment and/or addition, as intended in paragraph 2, are agreed upon, this amendment or addition will only apply to the concerned agreement.

Article 4 Long-distance purchasing

1. This article shall only apply to long-distance purchasing by a consumer.
2. The customer may cancel the agreement with La Couronne du Comte at any time up until the

expiry of the seventh working day from the day after the day on which the customer receives the goods. The customer is not required to give La Couronne du Comte any reason for cancelling the agreement.

3. To cancel the agreement, the customer must send written notification to La Couronne du Comte at the contact address.
4. If the customer has received the goods before it has cancelled the agreement then the customer must send the goods back to La Couronne du Comte at the contact address at the customer's own cost and risk. If the customer cancels the agreement but La Couronne du Comte has already processed the goods for delivery the customer must not unpack the goods when they are received by the customer and it must send the goods back to La Couronne du Comte at the contact address at the customer's own cost and risk as soon as possible.
5. Any sum debited to La Couronne du Comte from the customer's bank payment card will be credited to the customer's account within 14 days after La Couronne has received the returned goods. The customer will be responsible for the costs of returning the goods to the contact address and will return the goods either in person or by sending them by a postal service which provides for the delivery of the goods by post to be recorded. The customer acknowledges that he will be under a duty to take reasonable care of the goods at all times when the goods are in his possession before returning the goods to La Couronne du Comte under this clause.
6. The customer is not entitled to cancel the agreement or return the goods where the goods have been made (or engraved) to the customer's personal specifications.

Article 5 Payment

1. The invoice should have been paid for within 8 working days of the date of the invoice, unless other written arrangements have been made and are explicitly agreed on. La Couronne du Comte will only execute the agreement, until a full payment of the invoice has been received, unless other written arrangements have been made and are explicitly agreed on.
2. When the invoice is not paid for within the period of time parties agreed on and after the Buyer has been notified by letter or email of his shortcomings, legal interest will be charged over the unpaid amount.
3. When the Buyer requests a moratorium or files for bankruptcy, or its bankruptcy is petitioned, all its outstanding invoices are immediately due.
4. All non-legal expenses incurred by La Couronne du Comte in case of non-performance, overdue performance or improper performance by the Buyer are fully payable by the Buyer.
5. Relation Cardholder Narrative: Transactions with Credit Card will appear on your credit card statement as [CHRPAY.COM/LACOURONNE](https://www.chrpai.com/lacouronne).

Article 6 Date of delivery

1. The date of delivery stated by La Couronne du Comte is free of obligation and never to be considered a deadline.
2. La Couronne du Comte is never in default by the mere lapsing of the agreed delivery date, yet a written notice of default is always required.
3. Exceeding a delivery date never entitles the buyer to any compensation, annulment of the agreement or any other legal action against La Couronne du Comte. This does not apply in case of gross negligence or wilful intent on the part of La Couronne du Comte nor if the delivery date is exceeded by more than four weeks. In that event, the buyer will be entitled to annul the agreement, however without being entitled to claim any compensation.

Article 7 Claims

1. The buyer is required to verify the quantity of delivered goods and inspect the outside for visible damage.
2. Claims concerning quantities and damage and/or defects visible from the outside should be submitted by the buyer in writing as soon as possible and in any case within 12 hours after delivery. In default thereof, the quantities specified on the delivery forms, invoices or related documents will be considered correct and the goods will be considered delivered without damage visible from the outside. If the quantity delivered falls less than 10% short of the total, the buyer is obliged to accept the delivery in full in exchange for a proportionate reduction in price.
3. Claims based on non-visible damage and/or defects at the time of delivery as well as other claims should be submitted in writing with La Couronne du Comte as soon as possible after delivery, and in any case within 24 hours, or, as the case may be, after any flaws have been detected or could reasonably have been detected. In default thereof, the buyer will be considered as having accepted the delivery.
4. Late or wrongly filed claims have no legal effect and release La Couronne du Comte from all liability.
5. If it is established that the delivered goods do not meet the agreed specifications, La Couronne du Comte will be allowed to a period equal to the original delivery period to replace the goods. The terms of payment as stipulated remain in full force.

Article 8 Warranty

1. La Couronne du Comte guarantees that the delivered articles comply with the customary demands and standards of these articles and that the articles are free of any defects.
2. The warranty obligation from La Couronne du Comte to the customer does not reach further than the warranty obligation of the suppliers of La Couronne du Comte. The warranty cannot be invoked when the defect came into existence due to incompetent or improper use.
3. When the delivered articles do not comply with the customary demands and standards, La Couronne du Comte will, at La Couronne du Comte's discretion, replace or take care of repairs of the articles. Replacement or repairs will take place within a reasonable period of time after the articles have been returned to La Couronne du Comte. When it is not reasonable to return the items to La Couronne du Comte, La Couronne du Comte will take care of repairs or replacement within a reasonable period of time after the customer has notified La Couronne du Comte in writing.
4. Defects of proper operation have to be reported in writing to La Couronne du Comte within 14 days of the discovery of the defect and at the latest before the termination of the warranty period.
5. La Couronne du Comte will never be obliged to execute the warranty, or at least will have the right to suspend the warranty obligation, when and as long as the customer has not fully paid the amount due.

Article 9 Liability

1. La Couronne du Comte is never liable for any indirect damages incurred by the customer or third parties, including consequential damages, intangible losses, loss of profits and environmental damages, unless the concerned damages have been caused intentionally or due

- to the gross negligence of La Couronne du Comte.
2. In any case, the liability of La Couronne du Comte towards the customer is limited per event (whereby a series of connected events count as one event) to the contractual amount before VAT of the concerned (partial) delivery.
 3. Except in the case of gross negligence or intent of La Couronne du Comte, the customer will hold La Couronne du Comte harmless against all claims of third parties, for whatever reason, regarding indemnification of damages, costs, or interests related to the products, respectively ensuing from the use of the products, or caused by or ensuing from work performed by La Couronne du Comte outside its company.

Article 10 Force majeure

1. If La Couronne du Comte can only partially fulfill his obligations towards the customer due to force majeure, La Couronne du Comte has to fulfill as many obligations as is reasonably feasible.
2. If the situation of force majeure has lasted that long that one of the parties cannot reasonably be expected to respect the agreement, the concerned party has the right to dissolve the agreement in writing, entirely or partially. In the event of force majeure, the customer is not entitled to any damages, not even if La Couronne du Comte might derive any benefit from the force majeure.
3. Force majeure for La Couronne du Comte is defined as any circumstance outside the control of La Couronne du Comte, which partially or fully impedes the fulfillment of his obligations to the customer or due to which La Couronne du Comte cannot reasonably be expected to fulfill his obligations, regardless of whether that circumstance was foreseeable at the time of conclusion of the agreement. Among others, such circumstances also include: strikes and lock-outs, delays or other problems in the production by the suppliers of La Couronne du Comte and/or measures of any regulatory agency
4. La Couronne du Comte will inform the customer as soon as possible of a (possible) situation of force majeure.

Article 11 Retention of title

1. The right of ownership of all goods delivered by La Couronne du Comte is expressly reserved by La Couronne du Comte until payment in full has been made of all the amounts owed, including any interest and expenses under agreements for the delivery of goods and the performance of related activities.
2. Only as a part of its normal operations is the buyer allowed access to the items that fall under the retention of title clause. In that case, the retention of title of La Couronne du Comte ceases to apply when the items concerned are delivered to third parties.
3. The risk of loss or damage of the articles of the agreement will be at the expense and risk of the buyer on the moment that the goods have been, legally and/or actually, delivered and are in the power of the buyer or a third party designated by the buyer.

Article 12 Dissolution

1. If the customer fails to properly, or within a stated term, or otherwise, fulfill any obligation for him that might ensue from any agreement, the customer is in default and La Couronne du Comte has the right, without any notice of default being required to suspend the execution of that agreement until payment has been sufficiently ensured and/or to dissolve, partially or

- completely, that agreement, without prejudice to the other rights of La Couronne du Comte.
2. In the event of a suspension of payments or bankruptcy of the company of the customer, all agreements with the Customer will automatically be dissolved, unless La Couronne du Comte informs the customer within a reasonable term that she requires fulfillment of (a part of) the concerned agreement, in which case La Couronne du Comte has the right, without further notice of default, to suspend the execution of that agreement until payment has been sufficiently ensured.

Article 13 Applicable law and competent court

1. All offers, all agreements as well as all ensuing obligations are exclusively governed by Dutch law.
2. The Uniform Sales Act and the Vienna Sales Convention expressly do not apply to international transactions.
3. The competent court within the district of Breda takes cognisance of all disputes which may arise between the parties, unless La Couronne du Comte prefers to bring the dispute before the competent court in the buyer's domicile, with the exception of those disputes that fall under the jurisdiction of the subdistrict court.
4. The choice of a Dutch court in paragraph 2 does not prejudice right of La Couronne du Comte to apply to the court that would have been competent in the absence of a jurisdiction clause.

La Couronne du Comte, June 11, 2008.