

**ORAC GENERAL TERMS AND CONDITIONS
WEBSHOP BUSINESSES**

Article 1 – Basic conditions

The general terms and conditions apply to all agreements between **NV ORAC** (Biekorfstraat 32, 8400 Ostend, Belgium, KBO 0407.323.091) (hereinafter referred to as the "**Supplier**") and the Client (hereinafter referred to as the "**Client**") that are entered into via the website www.oracdecor.com (hereinafter the "**Website**"). Unless otherwise agreed, the applicability of the Client's own general terms and conditions is explicitly excluded.

The Client who wishes to use the Supplier's webshop, declares that he is resident for business purposes in the European Customs Union and also declares by his order through the Website that he is explicitly operating in his capacity as a business. If the Client is a consumer, the provisions of section B apply.

Article 2 – Subject of the agreement

The subject of the agreement is the sale of goods by the Supplier via the Website. The details, in particular the essential characteristics of the goods, can be found in the item descriptions and in the additional data in the Supplier's online shop on the Website.

The offer remains valid while supplies last and can be changed at any time. Images are intended to be illustrative and may contain elements that are not included in the price, or that differ from the product. In order to avoid any misunderstanding, the Client is requested always to contact the Client's Customer Service in advance in the event of questions. The Supplier is in no way liable for any material errors, typographical or printing errors.

Article 3 – Entry into the agreement

Prior to the use of the Supplier's webshop, a registration by the Client is always required. To this end, the Client must enter his personal details, a username and a password. During the entire registration process, the Client has the option of changing the data entered or of cancelling the registration (also via the "back" function of the internet browser). After sending the registration via the "Create Account" button, the Client will receive an automatic email in which he is asked to verify his email address. Within the framework of the registration, a buyer account is opened under the email address provided by the Client and the chosen password.

After registration, the Client can place an order through the Website by following the steps as indicated in the webshop on the Website.

For this purpose, the Client must select the goods that he wants to purchase by placing them in the "shopping cart". Using the relevant button on the navigation bar, the Client can call up the shopping cart and make changes to it at any time. After calling up the shopping cart and entering the personal details, method of payment and shipping, all the details of the order are once again displayed on the summary page of the order.

Before submitting the order, the Client has the option of checking all the data again at this point, changing it (via the "back" function of the internet browser or via the pencil icon on the summary page for the shipping address and method), or of cancelling the order.

Enquiries from the Client that are submitted in writing to the Supplier or by telephone, fax or email are not binding. The Supplier will then submit a binding quotation to the Client in text form (e.g. by email), that contains all the details of the agreement, as well as the general terms and conditions. Unless explicitly agreed otherwise, price offers are valid for a period of one month from the date on which they are communicated, after which they will expire irrevocably and automatically.

The processing of the booking and the provision of all information required in connection with the conclusion of the agreement takes place (partly automatically) by email. The Client must therefore ensure that the email address provided to the Supplier is correct, that the receiving of emails is guaranteed from a technical point of view and that in particular this is not prevented by a spam filter.

After the goods are ordered, the Supplier will prepare an invoice and send it to the Client. Unless otherwise agreed in writing, the Orac invoices are payable no later than 30 days after the invoice date. Any dispute regarding the invoice must be notified to Orac in writing within five working days of receipt of the invoice.

In the case of cash payment, the order will only be prepared for delivery after receipt of payment. The Client will subsequently be informed of the time for delivery.

In the event of cancellation of the orders by the Client before invoicing by the Supplier, the Supplier may charge a flat rate of 25% of the order price for administrative costs and follow-up activities.

The Supplier reserves the right to reject orders in the following cases: (i) in the event of a serious suspicion of legal abuse or bad faith by the Client; (ii) when the stock is exhausted or when an item is no longer available; (iii) in the event of an offer containing errors, or (iv) in the event of force majeure.

Article 4 – Prices

All prices are exclusive of VAT. Additional delivery, reservation or other administrative costs are stated separately per item, or in communications with the Client and, unless explicitly stated otherwise, will be charged to the Client separately.

Article 5 – Rules for the use of the Supplier's online shop

(1) The Supplier provides the Client with a limited, revocable non-exclusive and non-transferable right to use the webshop for the purchase of products. The Supplier has the right to restrict or block the Client's access to the Supplier's online shop at any time, without giving any reason and without prior notice.

(2) The Client is himself responsible for protecting his Client account against misuse and must take the necessary measures in order to protect his data. In particular, he must protect his login details against access by third parties. As soon as the Client becomes aware that third parties have unauthorised access to his login details or have gained unauthorised access to the Supplier's online shop, he must immediately inform the Supplier thereof without delay.

(3) In the event of any breach of paragraph 2, the Client expressly indemnifies the Supplier against all claims made by third parties in this regard. This also applies to the costs of legal representation which may be required in this context, including all costs for litigation or attorneys.

Article 6 – Delivery

Deliveries are basically in accordance with FCA *Free Carrier Incoterms 2012*.

The delivery terms and conditions, the delivery period and any delivery restrictions that may exist can be found via the button designated for the purpose on the Website or in the relevant article description. If necessary, a different delivery method may be indicated by the the Client via the Website. If delivery times are stated, these times are only indicative and not binding. In the event that the delivery date needs to be changed, the Supplier will contact the Client immediately to propose a new date.

The Supplier and/or the carrier is entitled to deliver the goods at the agreed place at the agreed time to the person who presents himself for their reception, without the need for specific verifications. The person who receives the goods at that time is deemed to represent the Client. In the event that a re-presentation of the goods is required for reasons attributable to the Client, the Supplier may charge to the Client for any resulting costs incurred.

If the Client opts to collect the goods on the delivery date and, for whatever reason, fails to do so, Orac has the right to store the goods for the account of, and at the cost and risk of the Client (including fire risk). In that case, the Client may be charged a storage fee of € 10.00 per m². Orac is only obliged to stock the goods ordered for one month after the agreed delivery date, after which time it has the irrevocable right to cancel the agreement for the non-collected goods at the expense of the Client, with the possibility of claiming compensation.

Article 7 – Payment delay

If the Client, for whatever reason, fails to pay all or part of a due payment, he will, automatically and without notice, be charged interest of 12% per annum from the date of such breach. Moreover, in case of total or partial non-payment of a debt by the due date without any valid reason, the balance of the debt, after notice of default, will be increased by a flat rate of 10% of the invoice amount, with a minimum of 75 EURO and a maximum of the invoice amount, even after granting periods of grace and without prejudice to the right of the Supplier to claim higher compensation on proof of greater actual damage suffered.

Article 8 – Complaints

Upon delivery, the Client must immediately check the goods for completeness, visible defects and transport damage. Any visible damage and/or shortcomings in the quality of the goods or any other shortcomings in the delivery must be reported to the Supplier immediately in writing, and at latest after two working days, on pain of forfeiting all rights.

If a sample has been purchased previously, the Client must, immediately on receipt, check the goods for conformity with the sample. In the event of a non-compliant delivery, the Client must notify the Supplier of this in writing immediately, and at latest within two working days, on pain of forfeiting any rights.

Article 9 – Reservation regarding [the Supplier’s] own correct and timely provision [with the goods]

If, for any reason, a product ordered by the Client is not available or no longer available, the Client will be immediately informed of its unavailability, and in the event of withdrawal of the order, all payments already made will be refunded without delay. The Supplier cannot be held liable for this by the Client.

Article 10 – Retention of title

Until full payment of the purchase price, the goods ordered by the Client remain the exclusive property of the Supplier.

In addition, the following applies:

- a) The Supplier remains the sole owner of the goods until all claims from the current business relationship have been fully settled. Before the ownership of the goods has been transferred, no pledging or transfer of ownership as security by the Client is permitted.
- b) The Client may sell on the goods in the normal course of business. However, in that case, he will transfer to the Supplier as of now all claims up to the invoice amount generated through such resale. If the Client does not properly fulfil his payment obligations, the Supplier expressly reserves the right to collect this debt itself.
- c) If goods are joined together or mixed [with other goods], the Supplier becomes the co-owner of the new product in proportion to the invoice value of the goods, compared with the other goods processed at the time of processing.

Article 11 – Warranty

Except for the exceptional circumstances below, the items ordered are only covered by the legal warranty.

Warranty is only granted for defects in the products that already existed when the goods were delivered.

Complaints about hidden defects are only admissible if they are made by registered letter within a period of five working days after they have been discovered, and at latest 6 months after the date of sale of the goods. Subsequently, any right to repair or replacement or to any other warranty expires. Complaints must be submitted with sufficient evidence to substantiate the claim, including but not limited to photos, a description of the problem, reporting of defects and samples of the rejected goods. The Client must prove the alleged error, the resultant damage and the causal link.

Products cannot be rejected or refused if they show no changes compared with the approved reference samples with regard to size, finish and general quality.

In the event of a proven hidden defect, the Supplier undertakes to replace the defective item (or component) thereof free of charge, to repair it or to repay the price that the Client had paid for the goods concerned, at the option of the Supplier, and subject to the reimbursement of any transport costs

A manufacturer’s commercial warranty applies to some goods. For more information about this, the Client can contact the Supplier’s Customer Service department. Any commercial guarantee does not affect the legal rights.

In order to invoke a warranty, the Client must be able to submit the invoice and proof of payment. The warranty is not transferable.

The (commercial and/or legal) warranty is never applicable to defects arising as the result of accidents, deterioration of condition due to negligence, falls, use of the item contrary to the purpose for which it was designed, non-compliance with the user instructions or manual, modifications or changes to the goods, rough usage, incorrect assembly, poor maintenance, abnormal, commercial or incorrect use.

Except in the case of mandatory legal provisions, the Supplier is not liable for any damage (direct or indirect) caused by the goods delivered. Nor does the warranty apply in the event of any intervention by a third party not designated by the Supplier.

Article 12 – Liability

The Client uses the Website and the webshop at his own liability. The Client is himself responsible for the management of his login and password, which are strictly linked to his person.

The Supplier (including its officers, representatives and/or employees) is only liable for damage caused by the defectiveness of the goods delivered by it or for damage caused by the non-compliance with its contractual obligations, if and insofar as that damage is caused by fraud, deception, serious or intentional error [by the Supplier]. If the Supplier is held liable for any damage, then the liability of the Supplier is always limited to the invoice value of the order from the Client, or at least to that part of the order to which the liability relates. If the damage is covered by insurance, the liability of the Supplier is, in any case, always limited to the amount that is actually paid out by its insurer. The Supplier is never liable for indirect damage, including but not limited to, consequential damage, lost profit, lost savings, production limitations, administration or personnel costs, an increase in general costs, loss of clients, claims by third parties or damage to third parties. The Client is solely responsible for the use he makes of the goods.

For data communication via the Internet, it cannot be guaranteed with the current state of technology that this will be available flawlessly and/or at all times. In this respect, the Supplier and the Client are not liable for continuous or uninterrupted availability of the Website and the services offered on it.

The Supplier and the Client are not liable for any damage suffered by the Client as a result of the spread of a virus via the Website.

The liability of the Supplier cannot be invoked if the total or partial non-compliance with its obligations is due to circumstances beyond its control, even if such circumstances were already foreseeable at the time the agreement was concluded, such as war, extreme weather conditions, riots, general or partial strikes, general or partial lockouts, infectious diseases, operating accidents, fire, machine breakdown, bankruptcy of suppliers, lack of raw materials, depletion of stocks, delays or failures in delivery by the suppliers of the Supplier, flooding, high absenteeism, problems with electronics, IT, internet or telecommunications, government decisions or interventions (including the refusal or annulment of a permit or licence), the departure of the United Kingdom from the European Union (Brexit) and its effects, fuel shortages, etc. The Supplier is not obliged to prove the non-imputable or unforeseeable nature of the circumstances that constitute force majeure.

If unforeseen circumstances should arise, other than those listed in the previous paragraph, that cannot be prevented by the Supplier or the Client, and which affect the economic basis of the agreement to the disadvantage of either of the parties concerned, such as for example, and not limited to the possible departure of the United Kingdom from the European Union (Brexit) and its consequences, the parties must jointly agree any required adjustments to the agreement.

Article 13 – Privacy and Client data

When the Client's data is filled in via the Website, personal data within the meaning of the General Data Protection Regulation may be transferred. Data concerning the Client and the Client's activities and purchases on the Website will be made available to the Client.

Any personal data provided by the Client will be processed by the Supplier and/or the Client with the aim of: implementing the agreement between the Client and the Supplier, including the invoicing and delivery of the products requested by the person concerned.

The Client may request further information regarding the processing of data. In addition, and to the extent that the data contains data relating to an identifiable individual, the said individual, subject to the restrictions under the applicable law, has the right to request information about the processing of such data by the Supplier, to access this data and to ask the Supplier to correct, complete, update, block or delete data relating to him or her that is incorrect, incomplete, confusing or outdated. Such individual also has the right to object on a legitimate basis to the processing of data relating to him or her (in particular if he or she is entitled to do so under the applicable data protection legislation).

If the Supplier processes personal data, this will be done in accordance with the Privacy Policy that the Client can find on the Supplier's website (www.oracdecor.com) or the Client can obtain a copy thereof by sending a simple written request to the Supplier.

Article 14 – Period of limitation

All claims against the Supplier, for whatever reason, expire 6 months from delivery. This period cannot be suspended and can only be interrupted by legal action.

Article 15 – Change in terms and conditions

The current terms and conditions may always change. Every purchase/reservation after such change implies an acceptance by the Client of the new conditions. The conditions may be supplemented by other conditions if this is explicitly referred to, and by the conditions stated on the back of the invoice. In the event of conflict, the current conditions prevail.

If a (part of a) provision of the present general terms and conditions of sale is invalid or unenforceable, this will not affect the validity and enforceability of the other provisions of the said general terms and conditions of sale. In such cases, Orac and the Client will negotiate in good faith and replace the invalid or unenforceable provision with a legally valid and enforceable provision that is as close as possible to the purpose and scope of the original provision. Where appropriate, the parties confirm that the court has power

to modify the clause in question to the maximum that is permitted within the relevant legal limits.

Article 16 – Choice of law and competent Court

Belgian law applies, with the express exclusion of the Vienna Sales Convention of 11 April 1980.

In the event of disputes, the only courts authorised are those competent for the registered office of the Supplier.

Article 17 – Contact with Customer Service

The Customer Service of the Supplier can be reached via telephone number +32 59 80 32 52 (from Monday to Friday from 8:00 am to 4:30 pm) or via info@oracdecor.com