

PWL Belgium BVBA
TERMS & CONDITIONS OF TRADING/SALES

The giving or sending of an order to us constitutes an acceptance of these terms by the Buyer and should these terms be unacceptable, then notification must be given to us immediately in writing: In these Conditions, Customer means any person, Firm or company at whose request goods as supplied or work is performed by the Company.

(1) **INTRODUCTION**

All Business undertaken by PWL (the Company) are transacted subject to these conditions, each of which shall be deemed to be incorporated in and to be a condition of any Agreement between the Company and its customers. No agent, servant or employee of the Company has the authority to alter or vary these conditions.

(2) **PURCHASER'S AUTHORITY**

Purchasers entering into transactions with the Vendor expressly warrant that they are authorised to accept and are accepting these conditions, not only for themselves but also as agents for and on behalf of all other persons who are or may become interested in the Vendors goods or products whether in whole or part thereof.

(3) **ACCEPTANCE AND LIMITS OF CONTRACT**

- (I) No quotation made by the Company shall constitute an offer by the Company.
- (II) An order placed with the Company or any acceptance of a Tender made by the Company becomes binding only when the order or Tender is accepted by the Company by issuing of an invoice for such goods and being sent by mail or other means to the purchaser.
- (III) The Company undertakes to produce designs, etc. within the accepted tolerances of Commercial Printing and Weaving. Deviations from dimensions or quality which are technically unavoidable must be accepted.
- (IV) A small order surcharge of €50.
- (V) No order placed with PWL can be cancelled by the Customer except with the agreement in writing of PWL and on terms that the Customer will indemnify PWL in full against all loss (including loss of profit), cost (including the cost of all labour & materials used), damages, charges and expenses incurred by PWL as a result of cancellation.
- (VI) Any stock that the Company agrees to hold against contract will be forwarded to the Customer after six months without further modification unless special agreement is reached to extend this period.

(4) **SUITABILITY OF GOODS**

- (I) Tests should be carried out to ascertain the suitability of any labels/ticketing/adhesives, etc. for the purpose required. All information is given in good faith but without warranty expressed or implied.
- (II) In placing this order, the customer agrees to indemnify the Company against any claim which may be made against the Company, in respect of the infringement of copyright or of a Trade mark or of a registered design as a result of the manufacture and the sale of the goods ordered hereby, and also against any costs incurred by the Company in relation to any claims.
- (III) As the use of any of our products is completely outside our control, we cannot accept any liability under any circumstances for misuse or incorrect use of any product supplied by us, nor can we be responsible for selection of any substrate being printed.
- (IV) PWL does not guarantee colour fastness/non smudge or stonewash resistance levels

(5) **GUARANTEE**

We do not guarantee the fitness of our goods for any particular purpose.

(6) **CONSEQUENTIAL LOSS**

Our liability is limited to goods replacement only and we are not to be held responsible for any direct or consequential damages or expenses to any party.

(7) **DESPATCH**

Every effort will be made to keep despatch promises given. No liability will be accepted for loss through non-delivery or delay.

(8) **CLAIMS/SHORTAGES**

- (I) Any Complaints or Shortages of goods, damages to or loss of goods must be notified to the Vendor in writing within 3 days of delivery, and will only be accepted if goods can be examined. Each delivery or consignment shall stand as a separate contract.
- (II) Exact quantities cannot be guaranteed, tolerances are 0 - 5,000 +/- 20%; 5,000 - 25,000 +/- 15% and over 25,000 +/- 10%

(9) PROPERTY OF GOODS AND RISK

All goods supplied by us will remain our property until paid for in full. Title of goods does not pass until payment has been received in full.

If such payment is overdue in whole or in part the Company may (without prejudice of any of their other rights) recover or re-sell the goods and may enter upon the Customer's premises for that purpose. If any of the goods are incorporated in other goods before such payment, the property in the whole of such other goods shall remain with the Company until payment has been made. These Terms and Conditions are accepted as overriding any terms and conditions included in your confirmation order.

(10) PRICE VARIATION

All prices quoted to the Vendor may be changed at any time to correspond with variation in the price or raw materials, labour, fuel, transport or other overhead expenses which may occur at any time before delivery of the complete order.

(11) RETURNS

Goods cannot be taken back without the Vendor's previous consent and should in all cases be accompanied or preceded by an Advice Note.

(12) FORCE MAJEURE

The Company shall not be responsible for delay of goods or any part thereof occasioned by an Act of God, action by any Government, strike, lock-out, combination of workmen, riot or civil commotion, breakdown of machinery, power failure, fire, fuel shortage, loss and/or detention at sea, or any other contingency beyond our control. Should any of the goods be rendered unfit for delivery by reason of any of the above acts, the contract so far as it relates to those goods shall be deemed to be discharged.

(13) EXTENT OF CONDITIONS

(I) The foregoing Terms and Conditions supersede and exclude all general or special terms or conditions imposed or sought to be imposed by the Buyer at any time in relation to the contract.

(II) Unless otherwise agreed, invoices are payable net within thirty days from delivery, if an invoice is not paid within the period the Company reserves the rights to withhold delivery of any further goods unless these arrears of payment are discharged.

(III) In case of complete or partial non-payment of the invoice on the due date, the invoice amount will be increased with an interest of 1.5% per month which has already started, by rights and without formal notice, this being from the due date.

Apart from any letter of formal notice or other legal proceedings, a standard fee of 40.00 EUR also will be claimed additionally for each unpaid invoice, in order to cover the recovery costs. If the actual collection costs are higher, this difference is also to be borne by the Buyer.

In case of complete or partial non-payment of invoice on the due date, without any serious reasons, after a letter of formal notice, the amount due will be increased by 20%, with a minimum of 125.00 EUR, ever after deferment of payment has been granted.

On non-payment of an invoice on the due date, all invoices will become immediately payable and the BVBA PWL Belgium reserves the right to suspend all further orders and deliveries without any claim compensation being due or could become due and this without any prior letter of formal notice.

(IV) The possible nullity of one or more clauses of these Terms and Conditions does not prejudice the validity of any other clauses.

(V) In case of bankruptcy, mutual debts are to be compensated, so that only the balance is due.

(VI) All quotations are given and orders accepted by the Company subject to these Conditions of Sale to the exclusion of all others unless otherwise agreed in writing.

(VII) This agreement shall be deemed to be made in Belgium and shall be subject to and constructed in accordance with the Belgian Law.

(14) ARBITRATION

All disputes arising in connection with these Conditions of Sale shall be settled by the responsible courts of the seat of the Company.