

1. GENERAL CLAUSES

The present General Conditions are applicable to all performance, offers and deliveries of CALIER Et Cie Ltd. (commercial name 'O'PURO' and hereafter 'CALIER') to the client (customer), except modifications expressly agreed by the parties in writing.

The present conditions are clearly visible displayed and will be provided at all interested parties at the headquarters of CALIER.

The present conditions are included in, or are referred to, all offers, laundry books, laundry lists, invoices, accounts and receipts.

Any possible adjustment and / or invalidity of one or more clauses will not affect the validity of any other clause.

The present general conditions are based on the last version of the general conditions of textile care companies as approved and edited by the Federatie van Belgische Textielverzorging vzw and Testaankoop and ACV –textura.

2. PRICES

When the customer delivers the goods to be treated by CALIER, this implies that the customer acknowledges and accepts the applicable prices. The rates and prices are equally displayed in the store and can be consulted at simple request by any interested party.

The billing weight per kilo service is determined by CALIER and rounded up per kilogram.

3. EXECUTION – TRANSFER OF RISK – COMPLETION DEADLINE

OBLIGATIONS CALIER

CALIER is obliged to perform the assignments provided by the client in a timely and reasonable manner.

Upon receipt of the goods to be treated, CALIER must hand to the customer a delivery note stating the date of issue and also presents the general delivery terms.

CALIER is liable for the damage caused to, or loss of, the goods to be treated, unless otherwise stated in the general terms and conditions.

OBLIGATIONS OF THE CUSTOMER

The customer must clearly disclose his name and address to CALIER, mention it on the goods to be treated, and preferably mark the goods with his initials.

The goods to be cleaned must be properly packed so that nothing can be lost or damaged.

Small pieces, handkerchiefs, delicate goods or goods that are of particular value to the customer should be packed separately.

The customer should check if there are no foreign objects in, or on, the goods to be treated, which may damage the goods, e.g. cufflinks, brooches, ornaments, ballpoint pens, lipsticks, money, etc. To the extent that the customer has failed to perform a proper check, CALIER can not be held liable for any damages.

To the extent that the customer is aware of certain characteristics of textiles and certain risks, he must notify CALIER in writing at the latest at the time of delivery.

RISK TRANSFER

From the moment the goods leave the warehouse or store of CALIER, the risk is transferred to the customer, without prejudice to the application of Art. 6 of current terms and conditions.

COMPLETION DEADLINE

CALIER is obliged complete the assignment within a reasonable timeframe. Possible execution periods are indicative. However, if the client sends a notice of default and CALIER does not respond within 15 days, CALIER will be liable for payment of 10% of the agreed price in the form of flat and conventional compensation of a minimum of 50 EUR. In addition, a compensatory interest of 12% per annum will be charged by law and without notice from the 15th day after the aforementioned notice of default.

4. ACCEPTANCE – COMPLAINTS – LIABILITY

ACCEPTANCE AND COMPLAINTS

Customer complaints, in case of loss, wrong treatment or damage to the goods, must be made by registered letter at the registered office of CALIER within thirty calendar days of receipt of the goods. A written complaint from the customer signed by CALIER for receipt also applies as such.

With the expiry of this term, a complaint may be refused.

The right to a complaint lapses if the goods are used after return, unless a defect could be detected at the time of use.

At CALIER's request, the customer must submit the wrongly treated or damaged item against receipt.

LIABILITY

If a customer's complaint about a wrong treatment, damage or loss of a piece is well-founded, CALIER will provide repair, replacement or compensation for damage, according to the choice of CALIER.

The compensation is calculated on the basis of the purchase price of the lost or damaged piece, the age and state of the piece when it was lost or damaged.

If only a part of a whole (e.g. the trousers of a suit) is lost or damaged, there will only be compensation for the damaged or lost part.

EXCLUSIONS

CALIER can not be held liable if the goods are damaged by a normal treatment process and the damage is caused due to, at first sight, a non-observable nature or composition, or because of a non-observable deficiency.

Goods that are of particular value to the customer must be offered by the customer separately and at least they must be provided with a special warning note for CALIER. If this obligation is not respected, CALIER can not, in any event, be held liable if these goods are damaged by a normal treatment process.

CALIER can never be held liable for the treatment of delicate textiles such as silk, curtains, carpets and leather as far as the treatment is carried out according to the labeling. To the extent that there would be no labeling or if the customer wishes a different treatment of the goods, the customer must notify CALIER in advance and in writing, otherwise CALIER can not, in any event, be held liable.

In no event shall CALIER be held liable for loss or damage to the foreign objects as mentioned in Article 3, paragraph 2, third sentence, which would be present in or on the items to be cleaned. CALIER can only be held liable for the damage or loss of items attached to or in the items to be treated, insofar as they are resistant to the treatment process of the goods they are attached to.

If the alleged defect is due to incorrect, careless or improper use, use for other than normal purposes, external causes such as fire and water damage, improper repair or maintenance by third parties, CALIER can not be held liable.

CALIER is under no circumstances entitled to compensation for indirect damage (such as, but not limited to, loss of income or damage to third parties).

CALIER is not liable for defects caused directly or indirectly by a customer or third party act, whether caused by an error or negligence.

5. PAYMENT

Except as otherwise provided in writing, the invoices must fully be paid in cash prior to delivery / collection of the goods.

In addition, CALIER is entitled to claim payment of an advance upon signing the order form.

The customer will receive an invoice of the delivered performance on the e-mail address provided by him. To this extent, when a duplicate by ordinary mail is required, CALIER is entitled to an administrative fee of 20.00 EUR per request.

Any invoice unpaid on the due date will, from the first notice of default, be increased by 10%, in the form of flat and conventional damages with a minimum of 50 EUR. In addition, from the notice of default, a reference rate is charged of 12% per annum from the due date of the invoice.

Debt comparison or other forms of settlement are not permitted without explicit written agreement.

6. RETENTION OF PROPERTY

Without prejudice to the transfer of risk in accordance with Art. 3 of current conditions, CALIER reserves the property of all delivered or collected or to be delivered or to be collected goods until the customer has performed all due payments and obligations.

In case of default of payment, if the goods can not be returned or non-collection of goods by the customer, the goods will become property of CALIER without any compensation, provided that twelve months have elapsed after delivery of the goods to CALIER.

7. JURISDICTION

The agreements between parties are governed by Belgian law.

All dispute between the parties is the exclusive jurisdiction of the courts of the judicial district where the registered office of CALIER is located in accordance with Article 624, 2^o of the Code Judiciaire as the performances must be executed at the premises of CALIER