

General terms and conditions of sale of s.a. IPEX and s.a. IPEX Liège (hereinafter IPEX or the Company)

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FIELD OF APPLICATION AND ACCEPTANCE

1. Acceptance of these General Terms and Conditions: These General Terms and Conditions constitute the contract binding the parties, excluding the client's own terms and conditions (hereinafter the Client(s)). No exception in regard to these General Terms and Conditions will therefore be accepted, failing express agreement in writing from IPEX. In placing an order with IPEX, the Client accepts without reservation the provisions of these General Terms and Conditions that are available on the website://www.ipexgroup.com.

2. Field of application: These general terms and conditions apply to all the services provided by IPEX (hereinafter the Service(s)), namely:

- a. Printing services for variable data (product labelling or marking), personalised promotional mails, transactional mails, personalised social and financial mails, mails transmitted, in accordance with the Client's choice, on paper or electronic format sent by the postal services and/or through digital channels – hereinafter the Printing Services or PS as a whole,
- b. Electronic registered services (hereinafter the Electronic Registered Services or ERS)

3. Offers: The representatives, agents and staff of IPEX are not qualified to commit the Company and offers are understood to be made without commitment and cannot under any circumstances commit IPEX without written confirmation from a person having an authorised signature. The Client is committed from the time he signs a contract with an IPEX representative, agent or member of staff.

PRINTING SERVICES

4. Press ready: The submission of a press-ready proof dated and signed by the Client releases IPEX from any responsibility in regard to any errors or omissions noted before or after printing. In any event, the Client agrees to accept a certain tolerance in regard to the data printed on paper support whether in terms of page size, satin effect, etc.

5. Data: The Client is alone responsible for the data transmitted. In particular, the Client confirms that the data required for making the barcodes or any variable information are communicated under its sole responsibility and that IPEX accepts no responsibility regarding the appropriateness of these data.

6. Conservation: Failing prior agreement, IPEX is not required to conserve the data supports to be processed (irrespective of the support, whether paper or electronic).

7. Delivery-execution: Failing stipulation to the contrary, the delivery and execution deadlines for the PS are for information purposes only and are not in any way binding on IPEX. Late execution cannot under any circumstances give rise to any compensation or termination of the contract.

8. Dispatch: PS dispatches are at the Client's own risk. Postage and packaging costs are borne by the Client, failing stipulation to the contrary. The collection or dispatch of PS implies approval of the Services. The use of a part of the PS implies acceptance of the totality. Any defect in a part of the PS does not authorise the Client to refuse the delivery as a whole.

9. Price variations: IPEX reserves the right, during the contract, to adapt, with notice given seven working days in advance, the price of an accepted offer if the PS requires the intervention of La Poste [postal services] and/or in case of increase in the official postage rates

10. Retention of ownership: The PS delivered to the Client remain the property of IPEX until payment in full. Risks are, however, borne by the Client as soon as the contract is signed.

11. Part delivery: IPEX reserves the right to make part deliveries and to invoice them. The Client will be bound to make payment on these invoices without awaiting delivery of the global order.

ELECTRONIC REGISTERED SERVICES (ERS)

12. ERS: IPEX undertakes to provide a reliable and secure despatch, tracking and archiving service for electronic mail. The service offered to the Client covers proof of processing of the data transmitted, proof of the lack of adulteration, loss, theft or unauthorised modification of the data, proof of their dispatch and their reception at the address communicated by the Client.

13. IPEX obligations: IPEX undertakes to provide a fully secure service that is accessible online by the Client and to distribute the despatches within the deadline stipulated by the Client. In the absence of a deadline agreed between the Parties, IPEX undertakes to complete the Service within a reasonable period of time following the order. In this respect, the Client receives notification that the despatch has been processed that enables him to access the despatch data during a period of seven years maximum or during a contractually foreseen period. IPEX sends a notification e-mail to the destination address given by the Client. The recipient can then consult the document sent. IPEX undertakes to make every effort to guarantee the good functioning of the ERS. IPEX nevertheless reserves the right to suspend the functioning of the ERS for testing, audit, work to improve the network traffic, maintenance, server updating, or in the event of breakdown or threat of breakdown and without being bound to any obligation of any kind regarding guarantee, damages or compensation vis-à-vis the Client.

14. Obligations of the Client: The Client undertakes to transmit in a clear, legible and complete manner his particulars and in particular a valid email address, the data to be transmitted in the ERS, as well as the exact and complete address (es) of the destination. Under no circumstances does IPEX guarantee the identification of the recipient(s).

15. Conservation: Failing express stipulation to the contrary, IPEX will ensure the conservation of the ERS for a period of seven years from the date of despatch. If the Client decides not to use the Service, IPEX will invoice monthly the server hire costs during the remaining contractual period so as to guarantee the conservation of the ERS. The server hire costs will be invoiced on a monthly basis and will be equivalent to 50% of the average monthly invoicing of the Client calculated over the last two years of use.

16. Limits of the ERS: It is for the Client to adapt the use of the ERS to the precise and specific characteristics of his needs. The Client acknowledges in particular that the ERS cannot replace all the postal registered mails, in particular those imposed by the law or by contract.

17. Sub-contracting: IPEX reserves the right to process the ERS with one or more subcontractors.

18. Maintenance: IPEX cannot be held responsible for the interruption of the ERS if it is the result of network maintenance, network loss, or hacking, these situations being understood as cases of force majeure.

19. Changes to the use of ERS: IPEX reserves the right to adapt at any time the ERS. If the adaptation generates a major difference in the use of the ERS the Client will be notified.

PROVISIONS COMMON TO THE SERVICES

20. Complaint: The Client who wishes to lodge a complaint shall address to IPEX an e-mail to the address info@ipexgroup.com within eight days of the performance of the Service. Failing this, the complaint cannot be declared admissible. A complaint does not suspend the obligation to pay in accordance with the agreements reached between the Parties.

21. Intent, gross negligence and direct damage: Notwithstanding the application of Clause 24, IPEX can only be held responsible for intent in the case where this intent causes direct prejudice to the Client due to errors in the IS. IPEX can, however, be held responsible when its gross negligence, its intent, or its negligence, or that of one of its agents, subcontractors, or powers of attorney causes direct prejudice to the Client due to errors in processing an ERS, or the loss, theft or hacking of an ERS dispatch, or the late distribution of an ERS and this within the limits set in the present General Terms and Conditions. In all cases, the responsibility of IPEX relates only to the direct damage. Its responsibility cannot be called into question for indirect damage and this including loss of revenue, of data, or of opportunities, the loss of profit, the damaging of the image or reputation of the Client, etc. The total amount of any responsibility accepted in regard to IPEX cannot exceed the sum actually paid by the Client during the month during which the event that gave rise to the damage occurred. In this respect it is for the Client to limit the amount of its prejudice as soon as it is discovered by taking the appropriate measures.

22. Dispatch content and transmission method: Under no circumstances is IPEX responsible for the content of the data to be transmitted. The Client bears sole responsibility for the data transmitted, the choice of transmission channel and the recipient's address. IPEX nevertheless reserves the right to suspend or stop the Service if IPEX realizes that it involves transmitting content that would be contrary to any legislation, or content that could be regarded as a virus or spam.

23. Transmission of the dispatch: IPEX can never be held responsible if the despatch is returned undelivered by La Poste or by any other subcontractor or unopened because the recipient refuses to open it. IPEX can also not be held responsible for the non-arrival of despatches in the event of the recipient being unavailable, whether this is because of a wrong address submitted by the Client or a problem with the performance of the recipient's mail server. Under no circumstances can IPEX be held responsible for the non-delivery of a postal registered mail. The responsibility of IPEX in the framework of the postal registered service is limited to the digital postal depositing, or the transmission of the Service within La Poste's software.

24. Client error or force majeure: IPEX bears no responsibility when the damage is the result of acts of negligence or mistakes by the Client or by third parties linked to the Client or the Client's deliberate or non-deliberate failure to respect the obligations that result directly or indirectly from the General Terms and Conditions, the legal provisions in force and any agreement that binds the Parties. IPEX also bears no responsibility if the damage results from force majeure.

25. Confidentiality: Failing express stipulation to the contrary, the data transmitted that must be processed are not regarded as confidential. If IPEX does process data described as confidential, IPEX undertakes to respect this confidentiality as far as is possible. However, IPEX cannot be held responsible for the theft of these data. It is the Client's responsibility to take the adequate protection measures for particularly sensitive data.

26. Payment: All invoices are payable cash, failing express stipulation to the contrary. Prices are excluding VAT. The absence of the delivery of a despatch due to a wrong address, an error by the Client or for any other reason independent of IPEX cannot suspend or terminate the obligation for payment for the Services.

27. Default: Failure to pay by the due date brings the automatic obligation without formal notification on the part of the Client to pay monthly interest at the rate of 1% on the sum due. By virtue of Article 1147 of the Civil Code, the Client is also bound to pay an additional contractual compensation of 15%, with a minimum of 100 euros. In the event of failure to pay by the due date, IPEX also reserves the right to suspend with immediate effect all subsequent performance of Services, independently of its right to consider the contract as terminated and to request damages. In case of contract termination, the Client expressly undertakes to authorise IPEX to have access to its premises to retrieve its merchandise without prior notice, possibly using a carrier sent by IPEX. The Client will bear all the costs engendered by the retrieval of this merchandise.

FINAL PROVISIONS

28. Personal data: IPEX undertakes to process the personal data communicated by the Client in accordance with the applicable regulations. The data collected will be used for the sole purpose of supplying the IS and the ERS subcontracted by the Client. IPEX undertakes not to communicate to any third party the personal data provided by the Client, with the exception of its own subcontractors. The Client remains solely responsible for processing the personal data supplied to IPEX. By transmitting the personal data to IPEX, the Client confirms that he has obtained the data in a regular and legitimate manner. In this respect, the Client undertakes to update his lists and to transmit the updates to IPEX. Under no circumstances is IPEX responsible for processing the data communicated by its Clients. However, any recipient of a message managed directly by IPEX on the Client's behalf can at any time request the correction or termination of the use of its personal data by sending an email to the address info@ipexgroup.com.

29. Modification: IPEX reserves the right to modify these general terms and conditions. The modification will only become effective when it is validly brought to the attention of the Client by publication on the website www.ipexgroup.com.

30. Invalidity: Any invalidity of one or more of the clauses in these General Terms and Conditions does not affect the validity of the other provisions.

31. Applicable law and jurisdiction: Belgian law applies to all agreements involving IPEX. In case of dispute, the courts of the district of Nivelles have sole jurisdiction, even in the case of guarantee call or a plurality of defendants.