

General terms of sale

The website, including texts, lay-out, logos, pictures and other graphical elements, as well as names and trademarks, are the property of Omexco and are protected by copyright law, trademark law and other laws relating to intellectual property rights.

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DELIVERY - COMPLAINTS

Transport of sold goods is always at the buyer's risk, even if the shipment is freight paid. Goods are never insured, except at the written request of the buyer, and at his own expense. Complaints concerning the quality and/or the conformity of our goods are only taken into account if they are made in written form within thirty days after receipt of the goods, and if a sample clearly revealing the fault is joined. Return shipments are only accepted after previous agreement of Omexco. Complaints concerning goods which are completely or partially installed, are not accepted, unless in case of a concealed defect. Omexco has the right to replace the goods legitimately refused – this replacement being no justification to any additional claim/compensation. The complaint does not release the buyer from the obligation to pay our invoices in due time according to the conditions stipulated on the invoice.

PAYMENT

If an invoice remains unpaid on the due date, Omexco can increase the amount of the invoice with 10 %, with a minimum of € 25, without prior notification. If one single invoice is unpaid on the due date, all other invoices – even if not due yet – will become claimable, and Omexco will have the right to stop all further deliveries to the buyer. As soon as the term of payment has been exceeded, even without notice of default, the buyer is due to pay an interest of 5 % on the outstanding amount, by which every month, as soon as started, is considered as a complete month.

OWNERSHIP RETENTION

All legal expenses, which Omexco reasonably needs to make further to the non-compliance of the buyer, are at the buyer's expense. Exceeding the term of payment entitles Omexco to

cancel the order completely or partially, without prior notice of default. Payments of the buyer will first cover the due interest, if any, and the legal and extralegal costs incurred by Omexco as well as the possible damage caused to Omexco. After deduction of these costs, the remaining part of the payments will be deducted from the oldest outstanding invoice. In case of dispute, the buyer should protest the invoice by registered mail within 8 days after receipt.

LIABILITY

Except for intentional damage caused by Omexco or its management, Omexco is not liable for any damage or fault, not even if caused by a mistake from Omexco or its management. Omexco can never be held responsible for consequential damage, including loss of profit, losses suffered or costs incurred, as well as loss of projects or price reductions, damage due to interruption or stagnation of production or company. Omexco is not liable for damage caused by its subordinates and/or non-subordinates for whom Omexco is legally liable, even if the damage was caused intentionally or by serious fault. In case Omexco does not or insufficiently fulfil the obligations of the contract, or in case of damage caused by concealed defects, the liability of Omexco is in any case limited to the direct damage, up to the amount of the selling price. Omexco cannot be held responsible for concealed defects of which Omexco had no knowledge. The buyer accepts that Omexco acts in good faith and cannot be suspected to have knowledge of any concealed defect.

COMPETENT JUDGE - APPLICABLE LAW

Deviations from this agreement and these general terms, or additions, are only valid if confirmed in written form. The legal relationship between Omexco and the buyer is subject to Belgian law. The applicability of the Vienna Sales Convention is expressly excluded. In case of dispute only the courts of Leuven or the courts of the place of residence of the buyer, to the seller's choice, have sole competence.

ONLINE SALES

Our products are high end wallcoverings, sold by the metre. We strongly believe in personal and competent advice to our worldwide customers. It is therefore not appropriate to sell our products solely using the internet. Any reseller wishing to promote, market and sell our products through an internet website (hereafter "site") must comply with the following criteria:

- Operate a minimum of one physical showroom, reflecting the image and quality of Omexco's name and brand, where our pattern books are available, and where the customer may obtain advice from trained staff.
- Own and operate the site on which the products are promoted, marketed and sold, and provide a secure system for payment of the products.
- Reseller's trading name and trading address must be clearly visible on the site. Reseller shall not use as (part of) its domain name, any trademarks, trade names or symbols belonging to Omexco or which are in any way similar to those of Omexco. The site's name may not include names expressly or implicitly stating that the products displayed on the site are available for discounted/reduced prices.
- Comply with all reasonable instructions as to the appearance and 'look & feel' of the site requested by Omexco from time to time, and ensure that the products are promoted, marketed

and sold in a way that does not damage or adversely affect Omexco's brand image as a result of the name, appearance or content of the site.

- Not bid on any search engine keyword or keyword phrase containing Omexco's brand names or any misspelling of these brand names.
- Any representations or images of the products must be of high quality and any information regarding the products (descriptions, technical specifications or other) must accurately and clearly describe the products.
- Advertisements, promotions or links to other products or services on the site should not damage or affect Omexco's brand image in any manner or respect.
- Provide the highest standard of pre-sale and after-sale service to the customer, equivalent to the level of service provided in the physical showroom, including efficient customer communication and handling of deliveries and product returns.
- Notify Omexco in writing prior to offering any of the products via its site. In addition, Omexco must be given a reasonable period of time, in any event no less than 14 days, to approve the use on the site of its trade names, trademarks and other intellectual property rights together with any representations of or references to the products.