

## TERMS AND CONDITIONS OF SALE and GENERAL CONDITIONS

### 1. General

Our general terms and conditions of sale form an integral part of our agreements, unless explicitly stated otherwise in writing. The customer refrains from invoking his own general terms and conditions, which shall be considered non-existent.

All our offers are without obligation. Unless otherwise stipulated in writing, we reserve the right to adjust our prices at any time. Subsequent orders will in any case be carried out at the daily price.

The goods travel at the risk and peril of the addressee.

Delivery times are not guaranteed...

Once the goods have been delivered, the buyer bears all risks of loss and destruction.

### 2. Copyright - Right to property

When Atlas performs a work in any form that is considered to be a creative process within the meaning of intellectual property law, we retain the rights arising from this work, for example the right of reproduction. The client may only acquire these rights subject to a written agreement governing the transfer of rights. This protection is based on the provisions of intellectual property law. The transfer of copyrights and specifically the transfer of the right of reproduction must be explicitly included in a written agreement. This transfer cannot result from the fact that the creation process was foreseen in the assignment or that this creation process was specially remunerated. Nor does the transfer of ownership of the material product or the digital data to the client give rise to the transfer of copyrights.

### 3. Confidentiality clause

Each of the parties undertakes not to divulge or communicate, not to allow to be divulged or to communicate, not to use, not directly or indirectly, confidential data, information, applications, methods and know-how as well as any kind of document of which it has become aware during the execution of the contract, unless the other party has given its prior written consent. The obligation of confidentiality provided for in this article shall apply as long as the information in question is of a confidential nature, i.e. even after the end of the contract.

### 4. Expiration date

Invoices are payable at the latest on the due date in our company. If an invoice is not paid on time, interest will be due by operation of law and without notice of default in accordance with the Law on combating late payment (02/08/2002), as well as an indemnity to cover collection costs, set at 15% of the outstanding debt with a minimum of 75.00 EUR. In the event that this law is not applicable, the legal interest rate shall apply. We are entitled to claim higher compensation if we

prove that we have suffered higher damages. In addition, we shall then be entitled to demand immediate payment of all other invoices not yet due and of all amounts for which we have granted deferment of payment. In addition, we are entitled to suspend the execution of current contracts until full payment has been received.

### 5. Right of retention

Atlas Wallcoverings NV remains the sole owner of the goods sold until the price has been paid in full, even if the goods have been processed and are still identifiable.

The client only becomes the owner of the goods sold after the amounts due have been paid in full. However, the risks that the goods may run are at the expense of the principal as soon as they are made ready for collection.

### 6. Complaints

On pain of forfeiture of rights, the customer must send any complaint or protest in writing to Atlas Wallcoverings NV at the latest within 8 days of receipt of the first delivery of goods or within 8 days of the date of the invitation to accept the goods. Defects to part of the goods do not entitle the customer to reject the entire order. Any complaints regarding this invoice are only valid if made within 8 days after receipt of this invoice and must be made in writing. If the customer or his representative has signed a receipt after inspection of the goods, there is no recourse.

### 7. Processing of personal data

It is possible that Atlas Wallcoverings NV may need to process personal data as defined in the applicable regulations for the execution of the order. In this case, we will act as processor for all processing operations carried out at the request of the client, who will be regarded as the controller. We will then process the personal data exclusively on the basis of the written instructions of the client and for the purpose of the execution of the order.

The client undertakes fully and exclusively to comply with the legal obligations as the person responsible for processing the personal data. Atlas Wallcoverings NV will cooperate in good faith with the order to ensure and demonstrate compliance with the applicable legal obligations.

The employees of Atlas Wallcoverings NV who will have access to the data are bound by an obligation of confidentiality. Atlas will take reasonable technical and organizational measures to secure the data as is customary in the industry. The customer confirms that the data is not subject to any special statutory security or confidentiality requirements, except insofar as agreed in writing between Atlas and the customer. The customer agrees that

Atlas may entrust the processing of the personal data to third parties, including outside the European Union, provided that Atlas thereby ensures compliance with applicable regulations. After completion of the order, Atlas shall not be obliged to retain any personal data.

If, in executing the order, Atlas must process personal data for its own purposes, in particular for managing the relationship with the customer and its order, the supplier shall act as the controller. In that case, the personal data shall only be processed insofar as necessary for the execution of the agreement with the customer, or for compliance with applicable legislation and to represent Atlas' legitimate interests. The customer agrees that Atlas may entrust the processing of the personal data to third parties, including outside the European Union, provided that Atlas thereby ensures compliance with the applicable legislation and these General Terms and Conditions.

### 8. Liability

In the event of error or poor performance, Atlas' liability shall be limited exclusively to taking back the non-conforming copies, which shall be settled at the price of the additional copies, and may not give rise to any compensation, except in the event of deliberate or gross negligence on the part of Atlas, its personnel or subcontractors. Atlas shall never be liable for indirect damage caused to the client, for example loss of profit. Atlas' liability shall in any event be limited to the amount of the contract, i.e. the amount the client would have paid if the work had been performed to the client's satisfaction.

We cannot be responsible for any delay in delivery, nor can it give rise to a claim for compensation or a refusal to accept the goods. Under no circumstances can we, either one of the managers or one of the employees, be obliged to pay any compensation resulting from the improper use of our products.

### 9. Jurisdiction

If any provision of these general terms and conditions is declared invalid, unlawful or null and void, this shall in no way affect the validity, legality and applicability of the other provisions. Atlas' failure at any time to enforce any of the rights listed in these Terms and Conditions or to exercise any of these rights may never be regarded as a waiver of such a provision and shall never affect the validity of these rights.

Unless expressly stipulated in writing, sales are made at the registered office of Atlas Wallcoverings NV. Any dispute concerning the interpretation or execution of this agreement falls within the exclusive jurisdiction of the courts of Antwerp, department Hasselt. Only Belgian law is applicable to all our agreements.