

1. **General.** The legal relationship between BOX3 BVBA¹ and the customer is governed exclusively by these general terms and conditions (printed on the back of the document or available on the website <http://www.francqcolors.be>), unless agreed otherwise in writing and subject to a mutually recognised agreement. By dint of any purchase order and purchase of services or products from BOX3 BVBA, whether or not through the website, the customer confirms that he or she has read and accepted these general conditions of use and sale. These conditions can be amended and adapted by BOX3 BVBA. Under no circumstances shall the customer's general terms and conditions apply to the agreement between BOX3 BVBA and the customer.
2. **Information and quotations.** BOX3 BVBA offers its customers colour, design and material advice for future product collections based on colour trend forecasts (predicting and combining colours). The information, which is published by BOX3 BVBA (e.g. through its website), is general in nature and is subject to updates and/or amendments. The information itself is not adapted to personal or specific circumstances. The colours displayed on the website may differ from actual colours. BOX3 BVBA reserves the right to modify the characteristics of its services and products. All quotations made by BOX3 BVBA are exclusive of VAT, are made without prejudice and subject to reserve and are only valid for a period of 1 month. The quotations are based on the currently valid prices and rates which are observed by BOX3 BVBA. If they are subject to amendments, BOX3 BVBA reserves the right to adjust the prices proportionately. The quotations made by BOX3 BVBA are not able to bind BOX3 BVBA, unless they are signed or are unmistakably accepted by the customer in some other way, and after they have been confirmed by the competent bodies in BOX3 BVBA.
3. **Purchase orders, prices and availability.** The prices for our services and products apply for the purposes of information and are marked in euros. The prices are exclusive of VAT and shipping and administration costs. Additional handling costs are charged for some orders. Any additional services which are not directly the subject of the order shall be invoiced for separately. Prices may be subject to variations, but the products are invoiced based on the prices valid at the time of placing the order. Any increase in the VAT rate (or other applicable taxes) between the purchase order and its fulfilment are charged to the buyer. BOX3 BVBA's offer and prices are valid while they are visible on the website and while stocks last. Any cancellation of an order should be made in writing. It is only valid subject to written acceptance by BOX3 BVBA. In case of cancellation, the customer shall be charged a 50% flat-rate fee of the purchase order price, barring evidence of higher damage by BOX3 BVBA.
4. **Shipments, deliveries and acceptance.** BOX3 BVBA undertakes to deliver the goods and/or services on time, to the location and in the conditions specified in the order confirmation. Delivery times are nevertheless only approximate and are stated only as being indicative. Any delay may not give rise to compensation or dissolution of the agreement. Deliveries are sent at the customer's cost and risk (including storage, loading, transport and unloading). Deliveries are deemed to have been accepted barring an express dispute sent by registered mail to BOX3 BVBA within 7 days of delivery. All delivered products remain the property of BOX3 BVBA until payment in full has been received of the principal sum, interest, costs and taxes.
5. **Invoicing and Payments.** The invoices of BOX3 BVBA are payable in cash or payable within thirty days of the invoice date, as stated on the invoice, to the account number IBAN: BE83 0682 5032 6715, BIC: GKCCBEBB. The payment should state details in the invoice (such as invoice number and invoice date). In case of non-payment or late payment, late payment interest shall legally be charged, without any requirement for a reminder, equal to the rate of interest set under the Act of 2 August 2002 concerning late payments in commercial transactions, plus flat-rate damages of 10% on the invoice amount, with a minimum of 75.00 EUR. Each late payment or non-payment also legally renders all invoices previously submitted and not yet due immediately payable and, furthermore, any authorised payment facility or discount shall no longer apply. If the customer has been declared bankrupt, BOX3 BVBA reserves the right to unilaterally dissolve the agreement without notice of default, without prejudice to the right to compensation in favour of BOX3 BVBA. Protests do not suspend payment obligations. Any protest about BOX3 BVBA's invoices or the goods or services supplied by BOX3 BVBA should be sent by registered mail on penalty of forfeiture within 7 days of delivery. BOX3 BVBA reserves the right to adapt the method of invoicing in general or according to the customer's requirements.
6. **Liability.** The commitments BOX3 BVBA assumes are best efforts obligations and not obligations to achieve a result. Pursuant to that which has been expressly set out in these general conditions, BOX3 BVBA is not obliged to pay compensation for any damages which might arise directly or indirectly from the goods or services supplied or sold by BOX3 BVBA. If BOX3 BVBA's liability should be established, BOX3 BVBA's liability is limited to direct damage. BOX3 BVBA's liability shall in any case be limited to the replacement of that which has been supplied, to repayment of the amount invoiced per delivery or to the limit of cover in the liability insurance policy. BOX3 BVBA is not liable for failures on the part of the customer, or for an action taken by the customer or a third party.
7. **Disputes and jurisdiction.** In case of any dispute between BOX3 BVBA and the customer concerning the use of BOX3 BVBA's services, the purchase of BOX3 BVBA's products and/or the application or interpretation of these general terms and conditions, only the courts of the judicial district of Antwerp, Antwerp division, have jurisdiction. Belgian law applies exclusively in respect of the agreement. A failure to claim a right or to apply a sanction by BOX3 BVBA never implies a waiver of rights. The eventual invalidity of one of the provisions in these general terms and conditions shall not result in the invalidity of all the provisions therein.
8. **Intellectual rights.** The goods and services supplied by BOX3 BVBA as well as the content of BOX3 BVBA's website (including brands, logos, drawings, data, product and/or trade names, text, images, software, etc.) are protected by intellectual rights, which belong to BOX3 BVBA or to third parties who have authorised BOX3 BVBA's use thereof. For whatsoever reason, the customer is not entitled to amend, copy, distribute, send, disseminate, re-offer, reproduce, publish, relinquish under license, transfer or sell any information which has been obtained, nor to create any derived works from the aforementioned elements. The supply of goods or services by BOX3 BVBA does not imply any transfer or provision of its intellectual rights.
9. **Privacy.** The personal information the customer transfers in general or through BOX3 BVBA's website is stored in BOX3 BVBA's files. The customer agrees that it shall be used in order to supply the services and/or products requested by the customer, to monitor the client account and, where applicable, to notify the customer of any additional information. This data shall be processed in accordance with the act of 8 December 1992 concerning the protection of individual privacy. The customer is responsible for the accuracy of the data that it has issued.

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