

GENERAL TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS AND THE PROVISION OF SERVICES

Definitions and scope of application

The general conditions of sale of products and provision of services, hereinafter referred to as "the general conditions", are applicable to all orders placed with ZebraWild

a Belgian company in natural person owned by David Leruse, domiciled at Square de la Paix, 4031 Angleur, hereinafter referred to as "the service provider" or "the seller".

The "product" is an element whose ownership for purely private use is transferred by ZebraWild to the Customer at the end of the commercial transaction. Any more extensive use will be explicitly governed by special conditions (recalled in each phase of the transaction).

The "service" is an activity carried out by ZebraWild for a limited period of time around an element for which the Customer holds the property for purely private use during at most and exclusively the period of time covered by the service provided by ZebraWild. Any service based on a more extensive use will be explicitly governed by special conditions (recalled in each phase of the transaction).

The "customer contribution" is an intermediate element of the final product or service, supplied by the Customer, for which the Customer alone has all the responsibilities in terms of intellectual rights and/or exploitation.

These general terms and conditions form the contract binding the seller/supplier and the customer concerning the "product" or "service" supplied by ZebraWild. The seller/provider and the customer are hereinafter jointly referred to as "the stakeholders".

The "customer" is any natural or legal person who orders products and/or services from the seller/provider.

The "consumer" is the customer, a natural person, who is acting for purposes that do not fall within the scope of his or her commercial, industrial, craft or liberal profession activity.

These General Terms and Conditions are applicable only if and insofar as no special terms and conditions are associated with and referred to in the various phases of the commercial transaction, i.e. quotation, order and invoice.

These General Terms and Conditions are freely accessible at all times on the website of the seller/provider: www.zebrawild.com, so that by placing an order with it, the customer declares that he/she has read these General Terms and Conditions and confirms his/her acceptance of the rights and obligations attached to them.

The seller/supplier reserves the right to modify these general terms and conditions at any time and without prior notice, subject to displaying these modifications on its website. These changes will apply to all subsequent orders for product(s) and/or service(s).

Offer and order

To place an order, the customer chooses the product(s) and/or service(s) they wish to order and informs the seller/provider of this by telephone, post, email or by means of an online form.

The seller/supplier will send the customer an order form for these products and/or services, and may ask for a deposit to be paid. The order form contains a statement reminding the customer of the application of these general terms and conditions and any special terms and conditions, as well as the existence of the right of withdrawal for consumers.

It is the customer's responsibility to check the accuracy of the order and to notify the seller/supplier immediately of any errors.

The customer must then accept, return the signed order form to the seller/supplier and pay any deposit, in order to confirm the order.

A summary of the order will be sent back to the customer when all the customer's obligations for the execution of the order have been fulfilled.

The seller/provider reserves the right to suspend, cancel or refuse a customer's order, particularly in the event that the data communicated by the customer proves to be manifestly erroneous or incomplete or where there is a dispute relating to the payment of a previous order.

In the event of cancellation of the order by the customer after its acceptance by the seller/supplier, for any reason whatsoever, except in the case of force majeure and where a deposit has been paid, a sum equivalent to 30% of the price of the order will be retained by the seller/supplier and invoiced to the customer, by way of damages and interest.

Payment

Invoices are payable, in the currency of the invoice, at the registered office of the seller/supplier, no later than thirty days after the invoice date.

Any complaint relating to an invoice must be sent in writing by recorded delivery to the registered office of the seller/supplier within eight calendar days of receipt. Failing this, the customer will no longer be able to dispute the invoice.

Any invoice unpaid on the due date will, automatically and without formal notice, give rise to late payment interest of 8% per annum for private individuals.

For traders, the interest provided for in the law of 2 August 2002 concerning the fight against late payment in commercial transactions will apply.

In addition, any invoice not paid on the due date will be subject, ipso jure and without notice of default, to a flat-rate penalty of 15% of the total amount due by way of damages.

Prices

The price of products and/or services is indicated in euros, inclusive of all taxes.

Any increase in VAT (Value Added Tax) or any new tax imposed between the time of the order and the time of delivery and/or performance will automatically be charged to the customer.

Any delivery costs are not included in the price indicated, but are calculated separately during the ordering process, depending on the delivery method and location and the number of products ordered.

Deadlines

The customer may not invoke delivery and/or performance deadlines to request rescission of the contract, claim damages or assert any other claim, unless otherwise stipulated in writing and expressly accepted by the seller/supplier in special conditions.

Ownership constraints

The seller remains the owner of the products ordered until full payment has been received.

Ownership of the products is not transferred to the customer until the items have been collected or delivered and the order has been paid for in full. Notwithstanding article 1583 of the Belgian Civil Code, items sold, delivered or installed remain the exclusive property of the seller until the invoice has been paid in full.

Right of withdrawal

In accordance with article VI.47 of the Belgian Code of Economic Law, consumers who order products and/or services from the vendor/supplier at a distance have a period of 14 calendar days from the date of delivery of the products or notification of their availability at the designated collection point to notify the vendor that they wish to withdraw from the purchase, without penalty and without giving any reason.

For services, the period of 14 calendar days starts to run from the day on which the contract is concluded, i.e. the day on which the consumer receives the summary of their order, in particular by email.

Where this period expires on a Saturday, Sunday or public holiday, it is extended to the next working day.

The consumer may notify his wish to withdraw from the purchase by means of the withdrawal form available online on the seller's/supplier's website, by means of the form sent with the order form or available on the website of the Belgian S.P.F. economy (economie.fgov.be), or by means of an unambiguous statement setting out his decision to withdraw from the contract.

The consumer must return the product(s) he/she has withdrawn from in perfect condition in their original packaging.

Only the direct costs of returning the product(s) will be borne exclusively by the consumer.

The seller/supplier will refund the amount paid as soon as possible and at the latest within 14 days of the return of the products.

Consumers who open or use a product before the end of the withdrawal period are deemed to have waived their right to withdraw from the product.

Consumers who expressly accept that the service ordered will be carried out before the 14-day period has expired and recognise that this execution will cause them to lose their right of withdrawal, will no longer be able to exercise this right, in accordance with Article 53 of Book VI of the Code of Economic Law.

Similarly, the consumer will not be able to exercise the right of withdrawal if one of the other exceptions referred to in article 53 of book VI of the Code of Economic Law applies, in particular

in the case of

- the supply of goods made to the consumer's specifications or clearly personalised.
- the supply of sealed audio or video recordings or sealed computer software which have been unsealed after delivery
- the supply of digital content not provided on a tangible medium if performance has begun with the express prior agreement of the consumer, who has also acknowledged that he will thereby lose his right of withdrawal (product download, for example).

Cancellation of the order

Customers who do not qualify for the right of withdrawal described in the previous article of these terms and conditions and who wish to cancel their order shall inform the seller/provider, who will inform them of the steps to be taken.

Any deposit paid by the customer to the seller/provider will not be reimbursed. If no deposit has been paid, the seller/supplier may claim cancellation compensation from the customer equivalent to 30% of the price of the products and/or services whose order has been cancelled by the customer.

Delivery and/or fulfilment of the order

The delivery and/or performance times indicated by the seller/supplier are provided for information purposes only and are not binding on the seller/supplier. Under no circumstances may a delay in delivery and/or execution of the order give rise to any compensation, termination of the contract, suspension of the customer's obligations or payment of damages. The order will only be delivered to the customer or executed once payment has been received in full. Ownership and risk are transferred when the order is paid for in full. The customer is therefore advised that he/she alone bears the risks associated with delivery.

Availability

The products offered for sale by the seller are subject to availability.

In the event that one or more products are unavailable after the order has been paid for, the seller undertakes to inform the customer as soon as possible and to give the customer the choice between a refund, a change to the order or a delivery postponed until the end of the stock shortage of the product(s) concerned.

Receipt of the order and complaints

It is the customer's responsibility to check that the products delivered or collected from the collection point are in good condition and conform to the products ordered.

Any complaints must be made in writing within 8 days of delivery of the order or notification of its availability at the collection point. Failing this, they will not be taken into account and the customer will be deemed to have definitively received the order.

Any complaints relating to the services provided by the service provider must be made in writing within 8 days of the occurrence of the event giving rise to the complaint. Failing this, they will not be taken into account.

If a complaint proves to be justified, the seller/provider will have the choice between replacing or refunding the price of the products and/or services concerned.

Intellectual property rights

The information, logos, drawings, trademarks, models, slogans, graphic charters, etc., accessible via the website or the seller's/supplier's catalogue are protected by intellectual property law.

Unless expressly agreed otherwise in advance, the customer is not authorised to modify, reproduce, hire out, borrow, sell, distribute or create derivative works based in whole or in part on the elements present on the website or the seller's/supplier's catalogue.

Unless there are specific conditions, the agreed price does not include any transfer of intellectual property rights and/or exploitation rights on any grounds whatsoever. In the absence of special conditions, only private use is authorised.

Guarantees

◦ Legal guarantee for all customers

In accordance with Articles 1641 to 1643 of the Belgian Civil Code, the seller is obliged to guarantee the products against hidden defects which render the products unfit for the use for which they were intended, or which diminish this use to such an extent that the customer would not have purchased them or would only have paid a lower price for them if he had known about them.

If a hidden defect is found, the customer must act promptly, in accordance with article 1648 of the Belgian Civil Code, and will have the choice of returning the product with the hidden defect for a full refund, or keeping it for a partial refund.

The seller is not obliged to guarantee products against apparent defects of which the customer was aware or should have been aware at the time of purchase. Similarly, the seller is only obliged to guarantee the products against hidden defects of which he was aware at the time of sale, and of which he failed to warn the customer.

Only the invoice, till receipt or purchase voucher are valid as warranty certificates for the customer vis-à-vis the seller. These documents must be kept by the customer and presented in their original version.

◦ Additional legal guarantee for consumers

In accordance with article 1649quater of the Belgian Civil Code, the customer who is a consumer also has a two-year legal guarantee for all defects in conformity which existed when the product was delivered and which have appeared within two years of delivery.

This guarantee includes repair or replacement of the defective product, at no cost to the consumer.

If, however, such repair or replacement proves impossible, disproportionate for the seller or would cause serious inconvenience to the consumer, the consumer may be offered an appropriate reduction or refund. The seller and the customer may only agree to a refund if the customer returns the defective products.

In the event that specific spare parts or accessories required to repair the product are no longer available from the manufacturer, the seller may not be held liable for the loss of use of the product.

The consumer is obliged to inform the seller of the existence of the lack of conformity, in writing, within a maximum period of two months from the day on which he/she noticed the defect, on pain of forfeiture of his/her right to complain.

Only the invoice, till receipt or purchase voucher are valid as warranty certificates for the consumer vis-à-vis the seller. These documents must be kept by the consumer and presented in their original version. The warranty period begins on the date stated on these documents.

This guarantee does not apply if the fault is due to incorrect use, external causes, poor maintenance, normal wear and tear or any use that does not comply with the manufacturer's or seller's instructions.

In the event of damage, theft or loss of a product returned for repair, the seller's liability shall in any event be limited to the sale price of the product.

Under no circumstances may the seller be held liable for the loss or reproduction of data stored in or by electronic devices handed over for repair.

◦ Guarantee for services provided or products delivered

The service provider undertakes to carry out the provision of services and/or the supply of products with due care.

The customer benefits from a guarantee of conformity of the services provided in relation to the services initially requested. If any anomalies are detected during this period, the service provider will correct them as quickly as possible and free of charge, provided that the anomalies detected have been duly reported to the service provider.

The guarantee of conformity expressly excludes services requested as a result of unauthorised intervention or modification, a handling error or incorrect use by the customer, or as a result of a fault caused by intervention by the customer or a third party.

The service provider declares that the results of services that are protected by intellectual property law constitute original creations.

In the event that the service provider calls upon external parties to carry out all or part of the services, it declares that it has obtained all the necessary rights and authorisations to carry out these services.

In the event that there is a Customer contribution, the Customer declares that he has obtained all the necessary rights and authorisations for the latter.

Consequently, the service provider guarantees the Customer against any action, claim, allegation, demand or opposition from any person invoking an intellectual or industrial property right, or an act of unfair competition, on all or part of the services provided, excluding the Customer contribution part.

In the event that the Customer contribution renders the final product/service defective or illegal, all the aforementioned guarantees of the service provider will be cancelled and the Customer will be solely responsible for bearing all the costs associated with any dispute concerning the final product or service.

Liability information

The customer acknowledges and accepts that all the obligations owed by the seller/supplier are exclusively of means and that the seller/supplier is only liable for fraud and gross negligence.

In the event that the customer demonstrates the existence of gross negligence or wilful misconduct on the part of the seller/supplier, the loss for which the customer may seek compensation shall only include material damage resulting directly from the negligence attributed to the seller/supplier, to the exclusion of any other damage, and may not, in any event, exceed 75% (excluding tax) of the amount actually paid by the customer in performance of the order.

The customer also acknowledges that the seller/supplier is not liable for any direct or indirect damage caused by the products delivered or the services provided, such as loss of earnings, increased overheads, loss of clientele, etc. The seller/supplier is not liable for any direct or indirect damage caused by the products delivered or the services provided.

The seller/supplier is likewise not liable in the event of the customer providing incorrect information or in the event of an order being placed in the customer's name by a third party.

Finally, it is the customer's responsibility to find out about any restrictions or customs duties imposed by their country on the products ordered. The seller cannot therefore be held responsible if the customer is faced with any restriction or additional tax to be paid as a result of the policy adopted by their country in this respect.

New information technologies

The customer acknowledges the restrictions and risks associated with the use of the internet or any other means by which the website is currently or will in the future be made available. The customer also acknowledges the risks of storing and transmitting information digitally or electronically.

The customer accepts that the seller/supplier cannot be held liable for any damage caused by the use of the seller's/supplier's website (and any applications) or the Internet as a result of the aforementioned risks.

The customer also accepts that the electronic communications exchanged and the backups carried out by the seller/provider may be used as evidence.

Unless expressly agreed otherwise in advance and in the event that the service provider places delivery items in the cloud or on a server available on the Internet, these must be retrieved by the customer **within 3 months of the invoice date**. After this period, the service provider reserves the right to delete the elements delivered in this way.

Miscellaneous provisions

Force majeure or acts of God :

The seller/supplier cannot be held responsible, either contractually or extra-contractually, in the event of temporary or definitive non-performance of its obligations when such non-performance is the result of force majeure or unforeseen circumstances.

The following events in particular will be considered as force majeure or fortuitous events:

- 1) the total or partial loss or destruction of the vendor's/supplier's computer system or database where either of these events cannot reasonably be directly attributed to the vendor/supplier and it is not demonstrated that the vendor/supplier failed to take reasonable steps to prevent either of these events
- 2) earthquakes
- 3) fire
- 4) floods
- 5) epidemics
- 6) acts of war or terrorism
- 7) strikes, whether declared or not
- 8) lock-outs
- 9) blockades
- 10) insurrections and riots,
- 11) a stoppage in the supply of energy (such as electricity)
- 12) failure of the Internet or data storage system
- 13) failure of the telecommunications network
- 14) loss of connectivity to the Internet or telecommunications network on which the vendor/supplier depends
- 15) lockdowns

16) an act or decision of a third party where this decision affects the proper performance of this contract

17) any other cause beyond the reasonable control of the seller/provider.

Unforeseen :

If, due to circumstances beyond the control of the seller/supplier, the performance of its obligations cannot be continued or is simply made more onerous or difficult, the seller/supplier and the customer undertake to negotiate in good faith and in good faith an adaptation of the contractual conditions within a reasonable period with a view to restoring the balance. If no agreement is reached within a reasonable period, either party may invoke the termination of the contractual relationship between them without compensation or indemnity of any kind.

Cancellation of the contract :

In the event of the customer's insolvency or in the event of unpaid debts, even under previous contracts between the customer and the vendor/supplier, the vendor/supplier is entitled to suspend performance of its obligations until the customer has repaid in full any unpaid debts owed to the vendor/supplier.

In the event of non-performance of its obligations by the customer, the seller/supplier may terminate the contract to the exclusive detriment of the customer without delay or compensation and, where applicable, may claim damages from the customer by any legal means.

Illegality :

The possible illegality or invalidity of an article, paragraph or provision (or part of an article, paragraph or provision) shall not affect in any way the legality of the other articles, paragraphs or provisions of these General Terms and Conditions, nor shall it affect the remainder of that article, paragraph or provision, unless a contrary intention is evident from the text.

No renunciation :

No failure, neglect or delay by any party to exercise any right or remedy under these Terms and Conditions shall be construed as a waiver of any such right or remedy.

Applicable law and competent jurisdictions

These general terms and conditions are governed by Belgian law.

In the event of a dispute relating to the validity, interpretation, performance or breach of these general terms and conditions, the parties undertake to have recourse to mediation prior to any other method of dispute resolution.

The parties shall therefore appoint a mediator approved by the Commission Fédérale de Médiation (Bd Simon Bolivar, 30 (WTC III), 1000 Brussels - <https://www.cfm-fbc.be>) by mutual agreement, or shall instruct a third party to do so.

Once the mediator has been appointed, the parties, with the help of the mediator, define the terms and conditions for organising the mediation and the duration of the process.

Either party may terminate the mediation at any time, without prejudice to the other party.

If the mediation fails, only the courts of the judicial district of Liège (Belgium) will have jurisdiction.