

Lilliputiens General Terms and Conditions of Sale

This document sets out the general terms and conditions of sale (hereinafter "General Terms and Conditions") which govern the contractual relations between the company LILLIPUTIENS - L-GIFT(S) - CREAGIFTS - L-TOY(S) - QUALITYTOYS – CREATIVTOYS SA, registered with the Crossroads Bank for Enterprises under the number 0460.919.650 with its registered office at Avenue Henri Zaman 3A, 1480 Tubize, Belgium (hereinafter "Lilliputiens"), and its professional reseller (hereinafter the "Distributor") for the purchase and resale of Lilliputiens products to consumers. Lilliputiens and the Distributor are hereinafter referred to individually as the "Party" and jointly as the "Parties".

1. Contractual documents

1.1. The contract for the sale of Products concluded between Lilliputiens and the Distributor (hereinafter referred to as the "Contract") is made up of the following parts:

- (1) the Specific Terms and Conditions of the Contract (stipulated on the sales contract or the purchase order);
- (2) The General Terms and Conditions of Sale;
- (3) The prices.

1.2. In the event of a contradiction or incoherence between the contractual documents, the Specific Terms and Conditions shall prevail over the General Terms and Conditions. The order of priority shall therefore be the order of the list above (point 1.1).

2. Object and scope

2.1. The General Terms and Conditions govern the sale of Products by Lilliputiens to the Distributor, whether through a direct purchase or an order. The General Terms and Conditions are issued or submitted to the Distributor upon request. The General Terms and Conditions can also be accessed on the www.lilliputiens.be website.

2.2. Any Product purchase or order by the Distributor shall constitute their unreserved compliance with and acceptance of the Lilliputiens General Terms and Conditions.

2.3. The General Terms and Conditions shall prevail over all other documents and, in particular, over the general terms and conditions of the Distributor (e.g. its general terms and conditions of purchase) or any other distribution or commercialisation network. The General Terms and Conditions hereby prevail over all other contractual documents such as catalogues, prospectuses, advertisements and notices which are purely for informative and illustrative purposes.

2.4. The General Terms and Conditions may at any time be subject to further modifications upon the sole discretion of Lilliputiens, without prejudice to the provisions contained in the Specific Terms and Conditions of the Contract which require the agreement of both Parties before any modification. The Distributor will be informed in writing prior to any modification to the General Terms and Conditions no later than seven (7) calendar days before the new version's entry into force. The version applicable to the purchase made by the Distributor shall be the version in force on the date of the direct purchase or the order date.

3. Offer and acceptance

3.1. The items offered for sale by Lilliputiens are part of a catalogue (hereinafter "The Products"). At any time, Lilliputiens can add to, modify or remove its Product offer.

- 3.2. The descriptions, illustrations, features and information regarding the products and the promotional offers contained in the catalogue or on the Lilliputiens website are not contractual, unless otherwise stated or unless Lilliputiens expressly commits to them by written notification to the Distributor. All promotional offers are subject to confirmation by Lilliputiens.
- 3.3. The Distributor shall do its utmost to specify all Product orders as clearly as possible, and in particular, shall state the full Product references, quantities, delivery location, preferred delivery date and any other specific information requested. They will bear full responsibility for any lack of accuracy or information in the Product order.
- 3.4. Any order is irrevocably binding on the Distributor for two (2) weeks whereas Lilliputiens will only be bound by an order after issuing written confirmation or delivering all or some of the ordered Products. The lack of a response from Lilliputiens in the event of a promotional offer, a purchase order, query or any other request from the Distributor does not constitute acceptance or agreement on the part of Lilliputiens. If the confirmation of a purchase order contains manifest, material or calculation errors, it shall have no contractual force and will not be binding on Lilliputiens in any way. If a Product is unavailable due to stock shortage or withdrawal from the catalogue, this may not result in the cancellation of the entire order and shall not grant entitlement to any compensation from Lilliputiens.
- 3.5. Lilliputiens can require the Distributor to pay a deposit in order to conclude the Contract.
- 3.6. Any request for the cancellation or modification of the content or volume of an order placed by the Distributor will only be considered by Lilliputiens if it is made in writing no later than eight days following the receipt of the initial order. In this case, Lilliputiens reserves the right to accept or reject the request for the cancellation or modification of the order. Any deadlines agreed for the performance of the Contract become void if Lilliputiens accepts the modification requested by the Distributor. Any cancellation of the order accepted by Lilliputiens absolves the Parties. However, if Lilliputiens rejects a modification or cancellation request - for any reason whatsoever, except for cases of force majeure and a pricing alterations - even if made within the time frames set out above, or if the request is made outside the time frames stated, the Distributor shall remain liable for the full payment of the total order price to Lilliputiens. Any deposit paid for the order will therefore be automatically retained by Lilliputiens, which the Distributor hereby expressly accepts.

4. Delivery and transfer of risk

- 4.1. Delivery times are given for information purposes only. They are not binding on Lilliputiens and do not constitute an essential condition of the Contract. Any delivery delays shall not give rise to any compensation whatsoever. Moreover, they shall not give rise to any direct or indirect reductions, or justify the termination of the order or rejection of the Products. In any event, delivery within the preferred deadline is only possible if the Distributor has honoured all of its obligations towards Lilliputiens, whatever they may be.
- 4.2. In the event of unavailability of one or more Products ordered, Lilliputiens may carry out a partial delivery of available Products and then deliver any remaining Products at a later date.
- 4.3. In Europe, goods are Delivered At Place (Incoterms 2010) to the Distributor's address as identified in the Specific Terms and Conditions of the Contract. For deliveries outside Europe, goods are delivered in accordance with Incoterms and/or the conditions set out in the Specific Terms and Conditions of the Contract.

- 4.4. Country by country delivery costs and charges are available on the website: <http://reseller.lilliputiens.be/>.
- 4.5. Lilliputiens reserves the right to reject orders below the minimum amount stated on <http://reseller.lilliputiens.be/> or in the Specific Terms and Conditions of the Contract.
- 4.6. Product returns and corresponding credit can only be processed following written agreement from Lilliputiens. The Distributor must comply with Lilliputiens' instructions regarding Product returns.

5. Exports

- 5.1. The Distributor is informed that the Products may be subject to export restrictions and the economic sanctions of the European Union and/or other countries (hereinafter "Export Regulations"). It declares and guarantees that it will not use, transfer, offer, export, re-export or initiate any action which may redirect a Product or a part contained within or built into a Product in breach of the applicable Export Regulations. With regard to the sanctions applicable in the matter, the Distributor must clearly identify the parties in an export transaction and verify that they are not included on a black list. Where applicable, if one of the planned transactions involves a party shown on one of these lists or involves a potential risk punishable by sanctions, the Distributor shall inform Lilliputiens immediately. It must obtain all necessary authorisations to continue with the transaction.
- 5.2. If a Lilliputiens Product cannot be delivered in compliance with the Export Regulations, the Distributor cannot sell or supply it to a third party.
- 5.3. When the Export Regulations require a licence to export one or more Products, the obligations of Lilliputiens as set out in the Contract are subject, as a condition precedent, to the allocation of such an export licence. The Distributor can in no event place with or transfer a product to any other party whatsoever if such a transfer risks constituting a breach of the Export Regulation controls.
- 5.4. If the Distributor fails to comply with points 5.1 to 5.4, Lilliputiens has the right to automatically terminate the Contract.

6. Receipt and complaints

- 6.1. Upon receipt of the Products, the Distributor must check them and shall be responsible, where applicable, for sending a written complaint with precise details within eight (8) calendar days of delivery. After this deadline has passed, the compliance of the Products shall be deemed as definitively accepted, preventing any complaint of any nature from being permissible, without prejudice to article 6.2. Product features involving measurements, colours, cuts and presentation are deemed as being apparent defects. Moreover, some Products are made by craftspeople and/or are handmade and therefore Products with the same reference may vary noticeably and/or in comparison with illustrative photographs. Consequently, minor irregularities cannot be deemed as nonconformities.
- 6.2. If a hidden defect which is not perceptible at the time of delivery makes the Product unsuitable for its normal use or significantly compromises it, the Distributor must send a written complaint with precise details within eight (8) calendar days of its discovery. Failure to do so shall result in this right lapsing. It is the responsibility of the Distributor to prove the date on which the defect was discovered. Once this deadline has passed, Lilliputiens shall no longer bear any responsibility.
- 6.3. It is the responsibility of the Distributor to provide all supporting evidence showing the apparent defects, the missing products or the hidden defects discovered. Lilliputiens reserves the right to carry out, directly or indirectly, an investigation or verification.
- 6.4. Any complaint made by the Distributor under the conditions and in accordance with the terms set out in this article shall not lead to the consequential suspension of payment for the Products in question.
- 6.5. If the verification carried out by Lilliputiens reveals an apparent defect, a missing product or a hidden defect, the warranty applies under the conditions and in accordance with the terms set out in article 7 of the General Terms and Conditions.

6.6. The fact that the Distributor has submitted a complaint within the specified deadline does not authorise it to return the Products without the prior written consent of Lilliputiens. The costs of return shall only be borne by Lilliputiens if the fault or defect has actually been acknowledged by the Lilliputiens.

7. Warranties

7.1. Exclusions

It is expressly agreed that the warranties set out below do not apply in the event of damage, defects and/or deterioration of the Products delivered as a result of:

- inappropriate or improper use of a Product by the Distributor or a third party; or
- the unilateral modification or repair of a Product by the Distributor or a third party without prior authorisation and supervision of Lilliputiens; or
- inappropriate storage and/or conservation conditions at the Distributor's premises, particularly in the event of an accident of any kind whatsoever; or
- normal wear and tear.

7.2. Non-compliant delivery

In the event of a non-compliant delivery, Lilliputiens is only obliged to repair or replace the defective Product. The Distributor shall not be entitled to any compensation or reimbursement. Moreover, it is not entitled to terminate the order or the Contract, since any other form of warranty is excluded.

7.3. Warranty for hidden defects

Lilliputiens guarantees the Products sold to the Distributor against hidden defects. A hidden defect is understood as a manufacturing defect on the Product which makes it unsuitable for its intended use and which is imperceptible to the Distributor before use. A design fault does not constitute a hidden defect and Distributors are deemed to have read all technical information regarding the Products.

The warranty for hidden defects only applies to Products which have become the legal property of the Distributor. It is excluded if the Distributor uses the Products in conditions in which they are not intended to be used. This warranty does not cover damage and wear resulting from an adaptation or special assembly of the Products, whether abnormal or not.

By virtue of the warranty for hidden defects, Lilliputiens can choose either to replace the defective Products free of charge, or to refund the amount paid by the Distributor to purchase the Product, excluding any other repairs or compensation. To this end, the Distributor undertakes to cooperate with Lilliputiens to allow the replacement of these Products in the best conditions possible.

The warranty for hidden defects is limited to the first three months of use, after which it shall automatically expire. In any event, the Distributor must be able to provide proof of the date on which the Products were first used. The hidden defects warranty shall automatically lapse if the Distributor fails to inform Lilliputiens of the alleged defect within 20 calendar days of its discovery.

As an exception to the above, if the Distributor's professional activity covers the same sectors as those of Lilliputiens (i.e. the design and manufacture of the same products), Lilliputiens shall not be bound by the warranty for hidden defects.

7.4. Warranty for products manufactured by Lilliputiens

Lilliputiens offers the Distributor a contractual warranty of two (2) years from the date of delivery of the Products to the Distributor, covering damage caused by the Products manufactured by Lilliputiens, providing that they have been used in normal conditions as set out by law. However, Lilliputiens' liability is limited to damage occurring to the goods used in the private sphere.

8. Price and payment

- 8.1. Prices and rates are given in euros (unless stated otherwise in the Specific Terms and Conditions). They are provided exclusive of tax (VAT or other) and transport costs.
- 8.2. Lilliputiens reserves the right to amend its prices and rates at any time. The price applicable is the one in force on the date of the order for any delivery scheduled within three (3) days of the date of the order. After this time, if the price is amended between the date of the order and the date of delivery, Lilliputiens reserves the right to charge the price applicable at the time of delivery. In this case, the Distributor may cancel its order with Lilliputiens, subject to written notification to this effect within eight (8) calendar days of becoming aware of the price change.
- 8.3. Any dispute regarding an invoice should be sent to Lilliputiens in writing within 15 days of the invoice date. These rules also apply to invoices for partial deliveries.
- 8.4. All invoices from Lilliputiens shall be paid in full within 30 days of the invoice date, unless other payment conditions are agreed in writing. Only actual receipt of moneys is deemed as constituting full payment. Failure to pay on the due date makes all amounts owed, even those not yet due, immediately payable and automatically leads without prior notice to the application of an interest rate of 12% per year. In addition, any invoice not paid on the due date shall be subject to a flat-rate penalty of 10%, with a minimum of €150 (or an equivalent amount in any other currency) for recovery costs. This final point is applicable even if a payment extension has been granted.
- 8.5. In the event of a complete non-payment of an invoice due, if no reply is given to an official notice within 48 hours of its receipt, Lilliputiens reserves the right to suspend any further deliveries. In this case, the Distributor shall not be entitled to any compensation for any reason whatsoever.
- 8.6. A Distributor which rejects the delivery of a Product and/or surrenders the deposit paid shall not be released from its obligation to pay the purchase price for the order placed.

9. Reservation of ownership

- 9.1. All Lilliputiens' Products are supplied with reservation of ownership.
- 9.2. The transfer of ownership of the Products is suspended until complete payment of their price is made by the Distributor, including additional costs, even if payment extensions are granted. Any contradictory clause, especially in the general terms and conditions of purchase, shall be deemed null and void.
- 9.3. It is expressly agreed that Lilliputiens can extend the rights which it possess by virtue of this reservation of ownership clause to all of the Distributor's debts which Lilliputiens holds and may consequently recover or request from the Distributor all products which remain in its ownership as a result of a non-payment, without prejudice to its right to terminate sales in progress. The recovery of Products by Lilliputiens will be carried out at the expense of the Distributor, which it hereby accepts.
- 9.4. The Distributor undertakes, until full payment of the price, not to handle the Products in such a way as to harm the reservation of ownership. Failure to comply with this will result in the immediate recall of the Products by Lilliputiens. The Distributor also undertakes to inform Lilliputiens immediately of any collateral, seizure or any other intervention by a third party on the delivered Products.

- 9.5. In the event of non-payment of an invoice on the due date, Lilliputiens has the right to demand the termination of a sale by issue of a formal demand. Equally, Lilliputiens may, unilaterally, after issuing a formal demand, produce or order the production of an inventory of Products held by the Distributor, which undertakes to allow free access to its warehouses, stores or other storage premises for this purpose. The Distributor shall ensure that the Lilliputiens Products remain identifiable.
- 9.6. In the event that the Distributor opens insolvency or liquidation proceedings, Lilliputiens reserves the right to recall the Products in stock.
- 9.7. However, all risks of loss, theft or deterioration in respect of the Products sold and any damage they might incur are transferred to the Distributor as soon as they are delivered.

10. Specific obligations of the Distributor

- 10.1. The Products sold are intended solely for resale to end users. The Distributor is expressly prohibited from reselling the Products to other professional resellers or distributors.
- 10.2. The Distributor must take out civil liability insurance to cover any damages incurred by end users which the Products may cause. The Distributor shall supply its insurance certificates upon request by Lilliputiens.
- 10.3. The Distributor must immediately inform Lilliputiens of any accident or incident involving the Products of which it becomes aware and which may have led to bodily injury or damage to property. The Distributor undertakes to cooperate fully with Lilliputiens in order to clarify and identify the cause of such accidents or incidents. It must provide Lilliputiens with all explanations, reports and tests conducted or produced by itself or supplied by third parties. Acknowledgement by Lilliputiens of information regarding these accidents/incidents and their detailed examination does not render it liable.
- 10.4. The Distributor must carry out operations in compliance with the applicable laws and regulations for all transactions set out by the Contract. While this is not an exhaustive list, the Distributor shall obtain and hold, at its own expense, all licences, permits, registrations, authorisations, certificates, approvals, waivers, receipts and qualifications of any type or nature (public or private) necessary to authorise, but without being limited to: (i) the signing and performance of the Contract by the parties; and (ii) the import, storage, distribution, use, marketing, transport and sale of the Products by the Distributor.
- 10.5. The Distributor will store and conserve the Products in appropriate conditions to maintain their qualities and external appearance. It undertakes to withdraw from sale any Products whose appearance or nature have been altered, regardless of the cause of these alterations. The Distributor undertakes to only sell the Products on the premises where it operates its business as set out in the Specific Terms and Conditions.
- 10.6. Lilliputiens is a brand specialised in the creation and development of learning toys, books, childcare gift articles, luggage and bags and decorations for children from 0 to 6 years old. The positioning of Lilliputiens is unique in that it is based on strong values that are centred on the child and the creation of value in each of the brand's actions. The Lilliputiens product range stands out thanks to the exceptional quality, excellent safety and outstanding creativity of the products it contains. The primary objective is reflected in the values communicated through the toys: educational, playful and aesthetic values. Each Product is created in Belgium and protected by copyright. The creative team integrates safety into every one of its projects. Source materials are chosen with the greatest care and the final toy undergoes a battery of tests by recognised external laboratories, before arriving on shop shelves. In this way, Lilliputiens guarantees the quality and safety of the Products and therefore the quality of the products offered by its business partners. Every toy is tested for use from birth and complies with European and international standards.

The main target group for Lilliputiens are the parents and grandparents of children aged 0-6 years. Parents of children this age understand a product and its inherent qualities mainly by seeing and touching it. They are very sensitive to the criteria of educational development, quality and safety. To satisfy the members of this target group, it is therefore essential: (i) that they can understand the product, discover all of its features and recognise the benefits which make it stand out, (ii) that the Products are gathered together in a presentation space with a collection of leading toy brands,

thus meeting the interests of the target group and (iii) that they can speak to staff able to provide information and advice when looking for toys.

Therefore, the commercialisation of the Products requires specialised and qualified sellers able to offer information and advice to consumers. The commercialisation of these high-end products needs the contribution of specialised and qualified sales staff able to offer consumers the information and advice required and an appropriate sales environment in keeping with the quality of the Products and the prestige of the Lilliputiens brand.

Products must be presented optimally in store, together in an accessible location, visible to the largest number of shop visitors (small and large shops) in an environment corresponding to the quality image and reputation of the Lilliputiens brand. The Products should be presented on their own shelf space, maintained and generally kept in a good condition.

In order to provide a representative offer in a value-creating context, Lilliputiens advocates that the Distributor references: a minimum of 30 different products for sales areas up to 200m², a minimum of 40 different products for sales areas between 200 and 500m², and a minimum of 80 different products for sales areas over 500m².

For any use and mention of the Lilliputiens brand, logo and Product lines, the Distributor must (i) comply with the Lilliputiens graphic charter, logos and figurative signs available, by directing a request to the following address: marketing@lilliputiens.be (ii) ensure that associated messages and any communications regardless of the media are not misleading (exaggeration of customer/product benefits) or contrary to ethical behaviour, (iii) refer to the descriptions of Products and ranges featured on the website www.lilliputiens.be, and (iv) for each promotional activity developed with the Products, seek approval of the final proofs of documents (catalogues, posters, inserts, etc.) from Lilliputiens.

To facilitate the understanding of the offer, the display of the Products and the recognition of the brand, Lilliputiens provides sales advertising material which the Distributor must use for its intended purpose. Advertising material must be kept in good condition, used exclusively for the Products and displayed for public view.

11. Sales via the Distributor's website

11.1. Principles

The safety of consumers, compliance with the values of the brand and preservation of Lilliputiens' reputation contribute to its national and international recognition. The high quality of the Products means that their commercialisation, including online, must be entrusted to qualified staff able to provide consumers with relevant information. In order to fulfil these requirements, Lilliputiens has set out objective qualitative criteria below tailored to the specific features of the Products and their online commercialisation with which the Distributor must comply if it wishes to sell the Products online. Failure to comply with these requirements shall lead to an immediate ban on the commercialisation of the Products.

11.2. Physical point of sales

Unless otherwise specified in writing in advance by Lilliputiens in the Specific Terms and Conditions, the Distributor is only authorised to sell the Products on the internet via its own website if it also has a physical point of sales (hereinafter the "Point of Sales"). The objective of the Distributor's website is to stimulate the interest and curiosity of consumers, inform them and sell the Products in compliance with the Lilliputiens brand.

Unless otherwise specified in writing in advance by Lilliputiens in the Specific Terms and Conditions, sales to third parties through a "Marketplace" website are not authorised.

11.3. Presentation and setting of the Products

11.3.1. *The Distributor's website*

11.3.1.1. The Distributor's website must be positioned as an expert in toys or/and childcare and/or bags and luggage and/or the world of the child and/or lifestyle. Its purpose must be to promote the activities and products of the Distributor's Point of Sales. If various categories of different products are presented or sold on the Distributor's website, it must have a dedicated and identifiable space reserved solely for the Products.

11.3.1.2. The name of the Distributor's website must include the name of the physical Point of Sales. One or more words can be added to the name of the brand while allowing an uninformed consumer to immediately make the connection between the name of the brand of physical Point of Sales and the name of the Distributor's website. However, this name should not include the name of Lilliputiens brands in its business name and main access URL. If the Distributor's website is hosted by a third party platform, Lilliputiens does not accept clients accessing the Distributor's website via a website which carries the name or logo of the third party platform.

11.3.1.3. For prior consent, the Distributor must submit to Lilliputiens the address and name of the website as well as its graphic charter and layout in order to ensure that they are compatible with the quality and universe of the Products and that they are in keeping with what consumers may expect in terms of advice. Therefore, the Distributor's website or dedicated space must comply with the Products' commercialisation requirements. It must therefore highlight the technical, aesthetic and promotional aspects of the Products while demonstrating to consumers the range which they can find in the stores selling them (including, in particular, the principles of Article 10.6 of these Terms and Conditions).

11.3.1.4. The Distributor's website must provide a clear presentation of the Products and should be simple to browse.

11.3.1.5. The Products must be listed either in a space specifically dedicated to the Lilliputiens brand, or in a sub-category specifically dedicated to the Lilliputiens brand within a more general category of Products. It is understood that the Products of the Lilliputiens brand must be presented separately from other brands on the Distributor's website so that they can be easily distinguished from the products of other brands.

- 11.3.1.6. The Products must be presented within a wide range of offers, in an environment which enhances their refined presentation, while also providing a sufficient level of information. Moreover, the Distributor must ensure that no term which may affect the image of the Products and/or the Lilliputiens brands and/or deemed as being cheapening or gaudy is featured on the Distributor's website or in the domain name (such as, in particular, terms such as "super discount", "second hand", etc.) Moreover, the Products may not be used as a loss leader for other products commercialised on the Distributor's website.
- 11.3.1.7. The homepage of the Distributor's website should not contain flashing, bright or gaudy messages. The Distributor shall not use "pop-ups" which are not directly related to the Product range.
- 11.3.1.8. A hypertext link redirecting to the Lilliputiens website (www.lilliputiens.be) should be displayed at the entrance to the space dedicated to the Lilliputiens brand on the Distributor's website or at the entrance of the sub-category containing the Products of the Lilliputiens brand.
- 11.3.1.9. In compliance with the legislation in force, the full details of the company or natural person running the Point of Sales must be clearly displayed on the Distributor's website (i.e.: name/surname or business name/legal Director, physical address/registered headquarters, telephone number, fax number, email address, VAT number, opening hours of the Point of Sales, etc.)
- 11.3.1.10. The Distributor shall ensure that no links operated with commercial or non-commercial websites, paid indexing or indexing requiring the Distributor to voluntarily engage with search engines, indexing websites and/or websites linking the Distributor and the consumers shall harm the image of Lilliputiens, its Products or its brands. To this end, the Distributor is prohibited, in particular but not exclusively, from using the Lilliputiens brand or any other Lilliputiens brand for indexing:
- in association with brands of products which are not in the same category as the Products;
 - in association with brands which cheapen Lilliputiens, its brands or Products;
 - in association with an entity other than the Distributor;
 - in association with terms, words and/or expressions which do not have a direct link with the Products and which do not comply with the image of quality and prestige of the Products and Lilliputiens' brands.
- 11.3.1.11. Prior to any use for indexing purposes, the Distributor undertakes to send Lilliputiens keywords, and associations of words, expressions and/or phrases which it plans to use to index the Lilliputiens brand in association with the brands of products which fall outside the category of Lilliputiens' Products;
- in connection with brands which cheapen Lilliputiens, its brands or Products;
 - in connection with an entity other than the Distributor;
 - in connection with terms, words and/or expressions which do not have a direct link with the Products and which do not comply with the image of quality and prestige of the Products and Lilliputiens' brands.
- Moreover, the Distributor must ensure that the use of Lilliputiens' brands limits the indexing of the Distributor's website to the sale of the Products and prohibits redirection to domains which would be cheapening for Lilliputiens, its Products and/or brands.
- Lilliputiens may only object to the use of the Lilliputiens brand and/or any other Lilliputiens brand if it appears that this use contravenes the above provisions.
- 11.3.1.12. In practice, to avoid any errors of understanding and/or formulation regarding the expectations and/or requests of the consumer and in order to provide quality responses (which require a knowledge of technical terminology), the Distributor shall offer its website only in the language(s) of the national territory within which its registered office is located, while ensuring the accuracy of the translations carried out. Equally, it shall ensure that the person responsible for its website is qualified and has excellent knowledge of this/these language(s).
- 11.3.1.13. The Distributor is prohibited from selling and presenting the Products on a website other than the one approved by Lilliputiens.

11.3.1.14. Three months in advance, the Distributor must submit any modification to the layout of its website, its name or address (which have all been previously approved by Lilliputiens) in writing to Lilliputiens. It will attach all elements and drafts related to this modification. In the event of approval of the modified layout, name or address of the website, the Distributor must stop selling the Products on the website which had been approved previously, unless otherwise stated in a prior written agreement with Lilliputiens.

11.3.2. *Presentation of the Products*

11.3.2.1.1. Unless otherwise subject to a prior written agreement from Lilliputiens as part of an advertising strategy, the Distributor undertakes to only display on its website Products which it actually has in stock or those for which it can ensure delivery to the consumer, without any potential risk except for cases of force majeure, within the time frame and terms and conditions set out above, and in any case, within a time frame no longer than that for the products of the other brands featured on the website. Therefore, the Distributor undertakes to only display the Products actually in stock at the Point of Sales in a sufficient quantity to meet the normal demand of the consumer. Therefore, it undertakes to ensure that the Products are in no event used as a loss leader.

11.3.2.1.2. The Distributor must comply with Lilliputiens' graphic standards and codes. In particular, the Products must appear on a light background, without messages, logos or bright or flashing text. The colour codes used for text must be plain. The captions featured on the Distributor's website shall include at least: the name of the Product, its full and accurate description, technical details (recommended age, washing instructions, sizes, etc.), several detailed photos showing the quality, playful and educational aspects of the Product and the retail price. The photographs used must be those provided by Lilliputiens. Any other presentation of the Products by the Distributor must be approved by Lilliputiens in advance. The logos used must always be the original logos. Due to the high quality of the Products, the Product descriptions used must be those provided by Lilliputiens, excluding pricing references. Any presentation of Products or graphic presentation of Lilliputiens' brands which has not been directly provided by Lilliputiens must be approved in writing by Lilliputiens before use.

11.3.2.1.3. Lilliputiens shall receive equal treatment with regard to other brands in relation to the position of the brand logo, search engines, product sorting, the quality of the product's image and the description of the product.

11.3.2.1.4. If the Distributor offers a search feature or brand filter, the Lilliputiens brand must be prominently featured on it. Any search feature provided on the website must allow consumers to search for the Products using a "Lilliputiens" filter so that these Products are never displayed alongside other products whose image is not in keeping with that of the Products and the Lilliputiens brand.

11.4. Communication and commercial policy

11.4.1. Photographs, films or animations produced by Lilliputiens to promote the Products or the Lilliputiens brand may be incorporated into the Distributor's website after agreement from Lilliputiens.

11.4.2. Any advertising communication must comply with the image of the brand, the identity of the Products and the graphic charter of the Lilliputiens brand. Advertising should not cause confusion between Lilliputiens' Products and other products. The Distributor shall submit in writing to Lilliputiens any non-pricing-related promotional or advertising material in order to obtain prior approval regarding its form and content. The Distributor's advertising communication should not be flashy in nature and it must preserve equal treatment with the products of other brands, even in the event of pricing-related advertisements.

11.4.3. From its launch, the Distributor shall do its utmost to offer for sale any new item in the Product range put on the market by Lilliputiens.

11.5. Advice section

- 11.5.1. The Distributor's website must enable consumers to receive advice (by chat, telephone or email) identical to that which they would receive at a physical Point of Sales.
- 11.5.2. Consequently, the Distributor's website must include: the details of its telephone advice service, available during the opening hours of the Point of Sales and, in any case, between 9am and 7pm on working days, via a freephone or a standard rate telephone number. Outside the operating hours of the telephone advice service, the Distributor must offer an answer phone service with a 24-working hour call-back commitment. This period may be extended by 24 hours for a bank holiday falling before or after a Sunday. The Distributor must also provide a contact email address to which the consumer can send messages and, in particular, information requests about Products and requests for personalised advice. Replies must be given to these messages within a maximum of 24 working hours. This period may be extended by 24 hours for a bank holiday falling before or after a Sunday. The Distributor may also provide a direct messaging service ("chat").
- 11.5.3. The Distributor's website must be deactivated during periods of closure of the Point of Sales if it is not able to provide the appropriate personalised advice to the consumer within the time frames and in accordance with the terms and conditions set out above. In particular, the Distributor's website must be deactivated during periods of holiday and/or in the absence of the qualified person who is responsible for the Distributor's website.

11.6. Sales

- 11.6.1. The Distributor undertakes only to sell Products at its Point of Sales and on its website, at the exclusion of any other location. It shall sell them exclusively as per their original presentation as they were provided by Lilliputiens.
- 11.6.2. The sales price displayed on the Distributor's website must not include transport costs, which must be shown separately.
- 11.6.3. The Distributor undertakes to sell the Products only through retail to the end user. It must be particularly vigilant and undertakes only to fulfil requests which appear normal for this category of buyers. Consequently, the Distributor must immediately inform Lilliputiens when the quantities ordered exceed ten (10) units of the same reference per order and/or when the same buyer places several orders which appear to exceed what would be deemed normal for an end user.
- 11.6.4. The Distributor undertakes only to sell Products in its home territory (as defined in the Specific Terms and Conditions or, if not stated, in the national territory of its registered office). Other territories are reserved for other exclusive distributors. The Distributor is prohibited from carrying out active sales outside its home territory. For instance, the Distributor is prohibited from using banners targeting a specific territory placed on third party websites. It is also prohibited from paying a search engine or online advertising space provider to broadcast an advertisement specifically intended for users in a territory other than its own.
- 11.6.5. The Distributor is prohibited from selling, even at a reduced price, a worn or altered Product, regardless of the reason for the alteration.
- 11.6.6. The Distributor must operate its website entirely under its own responsibility. To this end, it must comply with the legislation and regulations in force, both in relation to the sales process or the general sales conditions. Consequently, while this list is not exhaustive, it must comply with:
- the provisions regarding remote online sales;
 - consumer protection provisions;
 - the legal and regulatory provisions regarding the protection of personal information and privacy;
 - legal and regulatory provisions on prices, advertising and, more generally, commercial practices.
- 11.6.7. Moreover, before any sale on its website, the Distributor must ensure that it knows the buyer's identity and full details.

- 11.6.8. The Distributor undertakes to inform Lilliputiens immediately in writing of any consumer observations or comments regarding the use of its Products. In the unlikely event that an incident should occur following the use of the Products or a critical defect should be discovered, the Distributor must inform Lilliputiens immediately in writing.
- 11.6.9. If a consumer located outside the Distributor's home territory requests the sale of Products from the Distributor, it must ensure, in advance, the compliance of its website, its general terms and conditions of sale, its remote online sales conditions, and its conditions for the protection of personal details and privacy with the legal and regulatory provisions in force in the territory in which the consumer is located, and be able to show justification thereof upon request from Lilliputiens. Moreover, it must ensure that the Products can be commercialised in the territory in which the consumer is located with regard to the legislation and regulations in force in the territory.
- 11.6.10. Any statement featured on the Distributor's website which is in breach of the legal or regulatory provisions in force at the time when Lilliputiens discovers the breach allows Lilliputiens to automatically terminate the Contract with immediate effect, given the potential harm to the image of the Products' brand and the Lilliputiens brand.
- 11.6.11. The Distributor must send Lilliputiens a report on the annual sales of the Products sold through its website, no later than 31 January of the following year, classifying them by Product reference.

11.7. Delivery

- 11.7.1. The Distributor must ensure that orders placed by consumers online are monitored until they are delivered.
- 11.7.2. The Distributor must send the Products offered and sold online within the standard time frames and costs in e-commerce and in compliance with the information given to consumers in its general terms and conditions of sale. In any case, delivery dates cannot be more than 7 working days after the buyer's order date and, consequently, the Distributor must always stock Products which are on sale on the website. If the Products are not in stock, the Distributor must clearly indicate this on the website.

11.8. Securing online payments

- 11.8.1. The Distributor's website must be hosted on secure servers with standard industrial encryption technology or systems which allow secure online payments.
- 11.8.2. The security of the online payment procedure must comply with security techniques certified and approved by banking establishments.

12. **Sales via online marketplaces and third party websites**

- 12.1. The safety of consumers, compliance with the values of the brand and preservation of Lilliputiens' reputation contribute to its national and international recognition. The high quality of the Products means that their commercialisation, including online, must be entrusted to qualified staff able to provide consumers with relevant information. In order to fulfil these requirements, Lilliputiens has set out objective qualitative criteria tailored to the specific features of the Products and their online commercialisation set out in article 11 of the General Terms and Conditions with which the Distributor must comply if it wishes to sell the Products online. These principles are all the more important for the Distributor wishing to sell the Products via online marketplaces and third party websites (hereinafter "Marketplaces").

Consequently, the Distributor wishing to represent the brand on Marketplaces must comply with and respect the following conditions:

- 12.1.1. Comply *mutatis mutandis* with the conditions set out in article 11 of the General Terms and Conditions, without prejudice to the additional and/or different conditions set out below

- 12.1.2. Possess a warehouse dedicated to the storage of the Products in an environment specifically intended for that purpose in a commercial or industrial zone (excluding sheds behind stores, outhouses of private residences, etc.), in order to stock sufficient quantities, preserve the quality of the Products, their packaging and thus control the image of the Lilliputiens brand.
- 12.1.3. Be publicly registered as a company which operates remote sales, e-commerce or equivalent in the Distributor's country in order to demonstrate the professional nature of the remote sales business and guarantee insurance and related administrative aspects.
- 12.1.4. Stock at least 80% of the permanent collection of Products (including the entirety of the last two collections) in order to effectively and rapidly respond to consumers' requests on online Marketplaces.
- 12.1.5. Do not actively promote the Products on foreign websites without prior consent from Lilliputiens to specifically reach a territory or customer group allocated exclusively to other distributors.
- 12.1.6. Marketplaces authorised by Lilliputiens can in no event convey the notion of discount (e.g.: Ebay, Cdiscount, etc.) or a price-based sales strategy (e.g.: Rue du commerce, etc.) or a strategy associated with supermarket chains (e.g.: Auchan, Chronodrive, Carrefour, etc.) and specialised stores not associated to the Lilliputiens brand universe (Conforama, Darty, etc.)
- 12.1.7. Lilliputiens has listed the Marketplaces which comply with the values of its brands and Products and continue to offer consumers guaranteed quality, service and security. Currently, these are Amazon, La Fnac, Galeries Lafayette/Redoute and Natures et Découvertes. No other Marketplace is authorised unless subject to prior agreement from Lilliputiens.

13. Liability of Lilliputiens

- 13.1. Lilliputiens offers no warranty other than those set out in the General Terms and Conditions, either expressly or implicitly, including a warranty for the quality of the goods or conformity of the Products for a specific use. Any warranty of this type shall be rejected. Lilliputiens' liability shall not be extended, modified or otherwise altered by a warranty which the Distributor decided to offer for the Products.
- 13.2. The Parties agree that the liability of Lilliputiens is limited to remedying immediate, foreseeable and direct damages incurred and sufficiently demonstrated by the Distributor resulting from gross or intentional misconduct of Lilliputiens, excluding, in particular, any indirect damages such as, but not limited to, loss of turnover, profits, customers, contracts, reputation, image or any other intangible or non-monetarily-quantifiable damages, commercial disruption, complaint or claim lodged against the Distributor by a third party, whether connected or not to the Distributor, and any commercial damages.
- 13.3. Moreover, in any case, the liability of Lilliputiens shall be limited to the amount paid by the Distribution to acquire the Products.

14. Data Protection

- 14.1. In its relationship with Lilliputiens, the Distributor may have to provide personal data, as defined by the legislation on the protection of privacy. In this regard, Lilliputiens expressly directs the Distributor to its privacy policy available on the website www.lilliputiens.be.

15. Intellectual Property

- 15.1. The company name, legal status, word and graphic trademark, logos, designs, concepts, characters and any other creation by Lilliputiens are the full and exclusive property of Lilliputiens, which holds all the rights thereof. Lilliputiens' websites and social media accounts also belong to Lilliputiens. Documents (general documentation, catalogues, general terms and conditions, template contracts, offers, quotes, invoices, etc.) used by Lilliputiens and, where applicable, exclusively represented in Lilliputiens' catalogues, commercial materials, websites, social media websites (text, images, videos, illustrations, designs, etc.) are all copyright-protected by Lilliputiens and/or a third party (hereinafter jointly referred to as "Elements of Intellectual Property").
- 15.2. Any violation, usurping, use, extension or transfer to third parties of Lilliputiens' rights shall entitle Lilliputiens to pursue legal proceedings or to defend its interests by any legal means, including criminal proceedings, without prejudice to its right to claim damages.
- 15.3. Unless prior express written authorisation is granted by Lilliputiens, the Distributor and its operators are in no event authorised, fully or partially, to reproduce, use, download, copy, alter, modify, adapt, delete, distribute, transmit, broadcast, sell, rent, transfer or exploit the Elements of Intellectual Property in any way whatsoever. In particular, Lilliputiens' brands may not be used, in part or in full, as a domain name or internet search criterion without prior written consent from Lilliputiens. Any full or partial reproduction of the catalogue or any marketing tool is also strictly prohibited.
- 15.4. Delivery of the Products does not imply any assignment to the Distributor of the rights over the Elements of Intellectual Property.
- 15.5. Without prejudice to previous provisions, the Distributor may use Lilliputiens' brands on its website and for promotion in its Point of Sales in compliance with the image of the Lilliputiens' brand and in accordance with the Contract and Lilliputiens' graphic charter.

16. Force Majeure

- 16.1. If Lilliputiens is prevented from fulfilling its contractual obligations (particularly delivering goods) by force majeure or act of state, it will be released from its contractual obligations for the entire duration of the obstruction and for a reasonable re-starting period, without the Distributor being entitled to any damages as a result. The same rule also applies if the fulfilment of Lilliputiens' obligations is unreasonably obstructed or becomes temporarily impossible due to unforeseeable circumstances beyond its control. Events beyond the control of the Parties which they could not realistically predict and which they cannot reasonably avoid or overcome are deemed to be cases of force majeure or acts of god, insofar as their occurrence renders the fulfilment of the obligations entirely impossible. The list below is a non-exhaustive list of examples of cases of force majeure or acts of god: strikes of all or part of Lilliputiens' staff or of its usual couriers, fires, floods, wars, suspension of production due to unforeseeable breakdowns, impossibility of sourcing raw materials, epidemics, weight limits during road thawing conditions, road blocks, strikes or blackouts in electricity supply, supply shortages not attributable to Lilliputiens, as well as any other supply shortage attributable to Lilliputiens' suppliers.
- 16.2. In these circumstances, Lilliputiens shall inform the Distributor in writing as soon as possible after the occurrence of such an event. The Contract binding Lilliputiens and the Distributor is then automatically suspended without entitling either party to damages from the date the event occurred.
- 16.3. If the event lasts for over 30 days from the date it occurs, the Contract concluded by Lilliputiens and its Distributor may be terminated by the first Party to act without either party being entitled to damages. This termination shall enter into force on the date of the presentation of the registered letter with acknowledgement of receipt terminating the Contract.
- 16.4. In no event shall Lilliputiens be held liable to the Distributor for any complaints, damages, costs or expenses resulting from or connected to the inability of Lilliputiens to send the Products in a timely manner or to honour the orders due to any event whatsoever or for one of the reasons set out in this article.

17. Miscellaneous

- 17.1. In the event that a provision of the Contract is declared null and void or inapplicable, in full or in part, by a judge or any authority whatsoever, the Parties undertake, in a loyal and constructive spirit and as far as possible, to replace this provision in the Contract with a new provision which is as close as possible in terms of economic interest to the provision declared null and void or inapplicable. In this case, the other clauses of the Contract shall remain and maintain their full validity between the Parties unless the Contract as a whole becomes null and void as a result.
- 17.2. In no event may the Distributor transfer the Contract which binds them to Lilliputiens to a third party in any manner whatsoever, whether in exchange for payment or free of charge, without a prior, express, formal, written agreement from Lilliputiens. The same applies for its rights and obligations.
- 17.3. If an unforeseeable change in circumstances during the conclusion of the Contract makes its execution excessively onerous for Lilliputiens, which had not accepted to bear the risk thereof, Lilliputiens may request a renegotiation of the Contract with the Distributor. The Parties agree that the Contract will be suspended during this renegotiation period. In the event of a rejection or failure of this renegotiation, the Parties may agree to terminate the Contract on the date and under the conditions which they determine, or, by common agreement, request a judge to carry out the required adaptation. In the event of a failure to reach an agreement within 15 days of the start of the renegotiation period, Lilliputiens may request the competent Court to revise or terminate the Contract.
- 17.4. The original version of the General Terms and Conditions is written in French. Unless otherwise agreed by the Parties, any divergence between the translation (regardless of its language) and the original version shall be resolved in favour of the original version.
- 17.5. If Lilliputiens waives its right to claim against a breach of any obligation set out in the Contract, this shall not be interpreted as a waiver of this obligation.
- 17.6. The Distributor shall pay Lilliputiens all damages, costs and expenses incurred to obtain injunctions or any other measures necessary to apply the clauses of the Contract, including legal actions or debt recovery actions, summons and courts fees, lawyers' and bailiffs' fees, and all related expenses. Moreover, in light of the difficulty of financially assessing the damages to Lilliputiens' reputation, the Distributor, in the event of a gross breach of Contract, shall pay a fixed-rate compensation of ten thousand euros (€10,000), without prejudice to the other rights of Lilliputiens and, in particular, the right to claim a higher amount to cover damages incurred and demonstrated.

18. Jurisdiction and applicable law

- 18.1. Any dispute arising from/in connection with the validity, scope, execution and interpretation of the Contract shall be subject to the exclusive competence of the French-speaking commercial court of Brussels (Belgium), regardless of the location of the order, delivery and payment, the method of payment, and even in the event of third party appeals or multiple respondents. The Parties expressly exclude all provisions regarding conflicts of laws which would dismiss this jurisdictional competence.
- 18.2. The Contract, and all questions arising from it are governed and interpreted in compliance with Belgian law, without consideration of provisions regarding conflicts of laws. The Parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 18.3. By way of derogation from articles 18.1 and 18.2, Lilliputiens may refer to the competent court located in the jurisdiction of the Distributor's registered office which shall rule in compliance with the law of its home territory. The Parties also expressly exclude all rules regarding conflicts of laws which would dismiss this jurisdictional competence and the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
