

GENERAL TERMS OF SALE

1. Scope of application: These General Terms of Sale apply to all sales of products and services of Lilliputiens, hereinafter referred to as the Vendor, to any professional Buyer. Any order submitted by the Buyer implies acceptance of the General Terms of Sale and waiver of the Buyer's own terms of purchase, even if the latter include an equivalent clause.

2. Order: Any order is irrevocably binding on the Buyer but is only binding on the Vendor after written confirmation or delivery of all or some of the goods ordered. If goods are unavailable due to stock shortage or withdrawal from the catalogue, this may not result in cancellation of the entire order and shall not grant entitlement to any compensation from the Vendor.

3. Prices: Prices and charges are stated in Euros (DKK for Denmark and Dollar for the US), and do not include duties (VAT or other) or transport costs. The Vendor reserves the right to amend its prices and charges at any time. The price applicable is the one obtained on the date of the order for any delivery made 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, the Vendor reserves the right to charge the price applicable at the time of delivery. In that case, the Buyer may cancel its order subject to written notification to this effect within eight (8) calendar days after communication of the price changes.

4. Delivery: The Vendor provides delivery deadlines as an indication only, and they do not constitute any obligation whatsoever or a basic condition of the contract. Any delays in delivery shall not result in compensation or other direct or indirect deductions and shall not be cause to cancel the order or refuse goods. In any event, delivery within the deadline is only possible if the Buyer has honored all its current obligations towards the Vendor. In Europe, goods are delivered DAP (delivery at place) at the Buyer's warehouse; provided that the order amount is higher than the free freight (exclusive of duties) limit (the free freight limits for each country are available on the site www.lilliputiens.be). For orders of a lower amount (the minimum amount for an order being €300 exclusive of duty and charges) and for orders outside Europe, delivery costs are also charged to the Buyer (the relevant scales or charges for each country are available on the site www.lilliputiens.be).

If one or more of the goods ordered is not available, the Vendor may make a partial delivery of the goods available and include the remaining goods, as soon as they become available, with a subsequent delivery, provided that the minimum order amount is reached.

5. Reservation of title: The Vendor retains full ownership of the goods delivered until the price and ancillary charges have been paid in full, even if an extension of payment is granted. Until such time, the Vendor may freely and fully dispose of the goods and the Buyer shall expressly refrain from pledging, selling or transferring the goods or, in general, disposing of them in any way without the Vendor's prior written consent. However, all risks of loss, theft or deterioration in respect of the goods sold and any damage they might incur are transferred to the Buyer as soon as the goods are delivered to the Buyer.

6. Intellectual property: Delivery of the goods does not imply any assignment of the intellectual property rights thereon. The brands, logos, designs, characters and any other of the Vendor's creations are, and shall remain, the Vendor's exclusive property, and may not be fully or partially reproduced or used without the Vendor's prior written consent. In particular, the Vendor's brands may not be used, in part or in full, as a domain name or internet search criterion without the Vendor's prior written consent.

Any full or partial reproduction of the catalogue or any marketing tool is also strictly prohibited. The Buyer shall respect the Lilliputiens brand image. The goods sold are intended solely for resale to the end users. Third-Party sales to Marketplace websites are not allowed except in case of preliminary agreement from the Vendor.

7. Receipt and complaints: Upon receipt of the goods, the Buyer shall check them and notify the Vendor of any complaint by registered letter, stating the precise details, within eight (8) calendar days of delivery of the goods concerned. Once this deadline has passed, the goods shall be deemed to have been definitively approved and no complaint concerning the goods shall be considered. Approval covers all visible defects, missing goods and non-conformity of goods, on the understanding that defects concerning measurements, color, cut and presentation of the goods are deemed to be apparent defects. In the event of hidden defects unlikely to be ascertained at the time of delivery and making the goods materially unsuited for their standard use, the Buyer shall, upon pain of loss of rights, notify the Vendor by registered letter, stating the precise details, within eight (8) days of ascertaining the defect. It is up to the Buyer to prove the date on which the defect is discovered. Once this deadline has passed, the Vendor shall no longer bear any responsibility in this regard. In the event of defects or proven nonconformity, the Vendor is only obliged to repair or replace the defective goods, to the exclusion of any compensation and interest, reimbursement or any other form of guarantee. The fact that the Buyer has submitted a complaint within the specified deadline does not in any event authorise the Buyer to return the goods without the Vendor's prior written consent. The costs of return shall only be borne by the Vendor if the fault or defect has actually been acknowledged by the Vendor.

8. Payment and payment default : All invoices shall be payable within 30 days of the invoice date except in case of written agreement on specific payment conditions. Failure to make payment on the due date shall result in all claims, including those not yet due, becoming due for immediate payment, and they shall automatically be subject to interest at the key rate plus seven (7) percentage points, rounded up to the nearest half a per cent, with no advance notice being required. 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 (of an equivalent amount in DKK or USD) per invoice in respect of recovery charges, even if an extension of payment has been granted. Any dispute regarding an invoice should be sent to the Vendor by registered letter within 15 days of dispatch of the invoice.

9. Disputes: All disputes are subject to Belgian law. In the absence of amicable settlement, disputes shall be subject to the sole jurisdiction of the courts of Brussels.

Contrary to this principle,

- if the dispute relates to a Buyer whose registered office or domicile is in France, the Buyer reserves the right to submit the matter to the competent court in Lille, France, ruling in accordance with French law.
- if the dispute relates to a Buyer whose registered office or domicile is in Holland, the Buyer reserves the right to submit the matter to the competent court in Amsterdam ruling in accordance with Dutch law.
- if the dispute relates to a Buyer whose registered office or domicile is outside France or Holland, the Vendor reserves the right to submit the matter to the courts of the region in which the Buyer's registered office is located.

10. General provisions: The fact that the Vendor does not, on one or more occasions, avail itself of the rights or actions to which it is entitled pursuant to these Terms shall not under any circumstances be construed as the Vendor abandoning or renouncing its right to avail itself of the said right or action.

Any amendment to, or derogation from, these General Terms of Sale shall be set out in a document duly signed by all the parties. If these General Terms of Sale should be

contrary to any specific clause set out in a contract between the same parties, the terms of the said contract shall take precedence.

If one or more of the provisions of these General Terms of Sale should become null and void, this shall not affect the validity of the other provisions hereof.

The French version of the General Terms of Sale shall take precedence over all other versions.