# Application

1. Unless otherwise agreed in writing, the legal relationship between the parties is governed by these General Terms and Conditions of Sale as soon as the Buyer confirms an order with the Seller. They therefore take precedence over the Buyer's own terms and conditions of purchase, with the sole exception of special dispensations expressly accepted by the Seller.
2. We reserve the right to amend our general terms and conditions at any time. This modification will be brought to the attention of the Buyer by computer or any other appropriate means and will come into force 15 days after its notification in the absence of any objection.

# Definitions

Depending on the context and unless otherwise stipulated, in these conditions:

1. the term "Seller" refers to SC LE SAUPONT - Rue de Lonnoux, 2, B-6880 Bertrix, Belgium - BCE 0407.713.665, which operates under the names "CONPALUX", "SAUPUB", “ATELIER DU LINGE", "TABLE DES ATELIERS", "SAUCLEAN", "AU CŒUR DES ATELIERS", "FORMY", "ETA CUP".
2. the term "Buyer" shall be interpreted as meaning any Buyer, prospect, sales outlet, distributor, partner or contractor;
3. the term "Parties" refers to the Seller and the Buyer together
4. the term "Contract" refers to any unconditional agreement between the parties resulting from an offer, a quotation, an order form, a sales contract or any other document whatever its title.
5. the term "Product" refers to any cosmetic Product, Self Care Product, Perfumery Product, Parapharmacy Product, Detergent, Food Product or Food Supplement, Wood Processing Product, Decorative Item, Jewellery, Advertising Promotional Item, Accessory or Packaging designed, produced, manufactured and/or marketed by us, where this list is not limitative.
6. the term "Service" refers to any service provided by the Seller as part of its professional activity or in pursuance of its statutory purpose, including but not limited to manufacturing, filling, packaging, wrapping, wrapping with cellophane, storage, logistics, cleaning, ironing, alterations, sewing, edging, printing, production, design of advertising media, cutting, painting, cooking, Product rental and delivery, where this list is not limitative.

# Contractual documents

1. The contractual documents binding the parties include:
   1. these general terms and conditions,
   2. any special conditions attached to each contract,
   3. any appendices attached to each contract,
   4. any other contractual documents, such as the conclusions of preliminary studies, methodological reference document(s), specifications, Quality Agreement, etc. cited in or appended to each contract.
2. In the event of any discrepancy, the Special Terms and Conditions shall take precedence over the General Terms and Conditions and any other contractual documents, and the contracts and their appendices shall take precedence over other contractual documents.

# Offers, confirmation of offers and prices

1. All quotes and offers issued by the Seller are non-binding and are valid for the period indicated in the documents or, failing that, for 30 calendar days from the date they are sent.
2. All orders placed by the Buyer in writing are immediately and irrevocably binding on the Buyer. Only confirmation of the order by the Seller is binding on the Seller.
3. The Seller reserves the right to modify its prices and rates at any time in the future. This modification will be brought to the attention of the Buyer by computer or any other appropriate means and will come into force, unless otherwise indicated, 8 clear days after its notification in the absence of any reaction on the part of the Buyer. In the event of a dispute, new negotiations will be initiated.

# Delivery, risk and delivery times

1. Completion and delivery times are given for information only and are never binding. They will be adhered to by the Seller as far as possible. Delays do not in any way justify cancellation of the order, rescission of the sale or contract, a reduction in price or a claim for compensation of any kind whatsoever.
2. All deliveries must be collected immediately upon notification that they are ready for collection. All storage is at the Buyer's risk. Any lead time overrun that may be agreed will require stock management and may give rise to storage charges at a price of €8/month per pallet (price indexed by 3% per annum on 1st January each year and for the first time, on 01/01/2026).
3. Transport is at the Buyer's risk, regardless of the Incoterm used, unless expressly agreed otherwise. In all cases where goods have been damaged, the Buyer is asked to notify this on the delivery and/or transport slip.

**In the event of the Seller providing packaging services for the Buyer's Products:**

1. The Seller does not carry out any quantity or quality control at the time of acceptance and accepts no responsibility for the quantity contained in the packaging or the quality of the components delivered by the Buyer and entrusted to it for packaging.

# Obligations, Responsibilities and Warranties

1. The Buyer must provide the Seller with all the information, instructions, documents, graphics or texts necessary for the performance of the Contract. Performance of the contract will only begin once the Seller has received all this information. This information has not been verified by the Seller, who may under no circumstances be held responsible for any inaccuracies. The same applies to the content of any printing or engraving order returned by the Buyer.
2. The Buyer guarantees to the Seller that the Products or Services as ordered are lawful or compliant. The Seller also reserves the right to refuse any services that are manifestly contrary to the law. However, the Seller can never be considered a specialist in the regulations applicable to the Services or Products specifically ordered by the Buyer.
3. The Seller undertakes to use its best endeavours to deliver Products or Services that comply with the normal and foreseeable use for which they are intended and that, unless otherwise agreed, are free from defects for which it is responsible.
4. Even in the event of collection by the Buyer, the Products, in all apparent aspects (and in particular in terms of quality, conformity or quantity), are considered to have been definitively checked, as soon as they are accepted without reservation. The same applies to the quality/conformity of the Services.
5. In the event of acceptance with reservations:
6. A complaint may only be taken into consideration if the goods are still completely intact in their original packaging at the time of the Seller's verification of the motivation for the complaint, and if they have been stored in an appropriate location and in particular at the appropriate temperature and humidity level. Complaints concerning conformity (in terms of quantity and quality) must, in order to be admissible, be notified to the Seller by sending a registered letter or an e-mail with acknowledgement of receipt addressed to qualite@saupont.be no later than two working days following receipt of the goods.
7. Only complaints concerning non-tolerated deviations from a specification or specifications proposed by the buyer and accepted by the Seller shall be admissible.
8. The Products and Services are only guaranteed against hidden or venial defects for 30 calendar days from delivery or acceptance and in any event at most until expiry of the validity date or use-by date of the Product. Hidden defects are those which render the Product or Service largely unfit for its normal use or for the use for which it was expressly intended in the special conditions. Under penalty of forfeiture, the Buyer must make a claim under the latent defects guarantee within one month of the latent defect being discovered or of the moment it could reasonably have been discovered, by registered letter.
9. Complaints made by the Buyer never give him the right to suspend his obligations towards the Seller and in particular his payment obligations.
10. The warranty is limited in all cases to free repair or replacement of the Product, to the exclusion, inter alia, of indirect damage, intangible damage, the cost of returning the Product to the Seller's premises and then returning it to the Buyer, where the Buyer is not able to claim any additional compensation of any kind whatsoever.
11. No compensation for damages is due where it is a case of *force majeure* that has prevented the Seller from delivering, meeting deadlines or doing anything that it was obliged to do. *Force majeure* occurs when the Seller is prevented from fulfilling its obligation, such as, for example, a failure by one of its own suppliers to supply the goods required to fulfil the contract. If the *force majeure* has only a temporary effect, the obligations are suspended until the *force majeure* ceases. If it lasts more than 30 days or if it could have an effect on the cost of its services, the Seller may terminate the contract. No indemnity or compensation will be paid in such cases.

# Terms of payment

1. Are those accepted by the Buyer via his/her order, and/or mentioned on invoices. In the absence of a specific indication on the order form or invoice, each invoice must be paid immediately.
2. In the event of non-payment or late payment, the price will be increased ipso jure and without notice, by a flat-rate penalty of 10%, with a minimum of EUR 40, which corresponds to the inconvenience suffered by the seller and the administrative costs incurred in relation to this, with the exception of legal costs. In addition, interest on arrears at the rate stipulated in the Law of 2nd August 2002 + 2% will be charged for each month commenced.
3. If an advance payment has been requested, work will not begin until this has been received.
4. In the event of non-payment of any invoice on its due date, for any reason whatsoever, or in the event of non-compliance, even with a contractual obligation, the Seller reserves the right:
   1. to unilaterally suspend implementation of all orders in progress, after prior formal notice to which no action or no useful action has been taken within eight days, where this may not give rise to any claim for damages on the part of the Buyer but is without prejudice to the Seller's right to claim damages;
   2. to unilaterally terminate the contract without prior judicial decision and after prior formal notice to which no action or no useful action has been taken within eight days, without prejudice to its right to claim damages.
   3. to demand full payment of the sums due before any new order is placed. In addition, an advance payment of 50% of the total amount of subsequent orders will be required, with the balance to be paid in full prior to collection or delivery of the goods (as soon as available).

# Order cancellation and termination

1. Any cancellation of an order will automatically result in the invoicing of all commitments and costs incurred by the Seller in fulfilling the orders.
2. The Seller reserves the right to consider the agreement terminated automatically and without prior notice in the event of bankruptcy, manifest insolvency, or any change in the legal status of the Buyer.
3. In the event of cancellation or termination, the Seller may retain the advance payments made as fixed and irreducible damages, whatever their amount. In the absence of an advance payment, a fixed and irreducible indemnity equivalent to 50% of the order may be claimed, without prejudice to the right to claim an additional amount if the loss is not thus fully compensated.

# Reservation of ownership

1. All goods delivered remain, in their entirety, the property of the Seller until payment in full of the principal amount, costs and interest. The Buyer is obliged to retain the said goods separately until payment is made in full.
2. The transfer of risk to the buyer does not affect the application of this reservation.
3. Nevertheless, in the event of resale of the goods, even processed goods, belonging to the Seller, the Buyer hereby assigns to the Seller all amounts owed arising from their resale.

# Confidentiality and intellectual property

1. The documents or information entrusted by the Buyer and which relate to its activity are covered by the duty of confidentiality attached thereto. However, the Seller cannot be held responsible for the disclosure of such information if it is in the public domain or if it has been obtained by correct means from other sources.
2. The Buyer authorises the Seller to include its name among the commercial references that the Seller may quote or publish in its publications, including on its website.
3. Studies, projects, drawings and/or documents of any kind submitted or sent by the Seller always remain entirely its property, with the exception of documents which have been the subject of a specific Service offer including the transfer of intellectual property rights to the Buyer and on condition that these Services are fully and completely paid for.

# Processing of personal data

1. If performance of the contract involves the Seller processing personal data, it will carry out the processing in accordance with the GDPR 2016/679 and with its processing policy accessible on its website.

# Applicable law and jurisdiction

1. The relationship between the parties is governed by Belgian law.
2. In the event of a dispute, only the LIÈGE DIVISION NEUFCHÂTEAU COMPANY COURT has jurisdiction.