

GENERAL TERMS AND CONDITIONS OF SALE

1. AREA OF APPLICABILITY

1.1. Unless explicitly agreed otherwise in writing, the present general terms and conditions of sale (hereafter "General Terms and Conditions") shall apply to all present and future sales agreements (hereafter "Sales Agreement") between Q4U- EVENTS BVBA, Koningin Astridlaan 14, B-3290 Diest (Belgium) (hereafter "CookingTable") and the Buyer (as mentioned on the order form) for goods and / or services as mentioned on any order form. No provision whatsoever, in the Buyer's documents (including its general terms and conditions) is applicable to the sales by CookingTable. By entering into a Sales Agreement with CookingTable, the Buyer declares to have received a copy of these General Terms and Conditions and accepts these General Terms and Conditions. In case of a discrepancy between the content of the offer of CookingTable and the content of these General Terms and Conditions, the content of the offer shall prevail.

2. ORDERS AND TERMS OF DELIVERY

2.1. Orders and/or terms of delivery are only valid if accepted by CookingTable in writing (email or web-form through the official website). The estimated delivery date will be communicated by CookingTable after receipt of the order confirmation and payment in full of the price for the goods. CookingTable will use reasonable efforts, to deliver the ordered goods or services on time. The Buyer acknowledges that, unless explicitly agreed otherwise in writing, the delivery date for goods or services is indicative. Non-compliance with the indicative term shall not in any event give cause for the cancellation of the Sales Agreement or entitlement to compensation, unless explicitly agreed otherwise in writing. CookingTable may deliver the goods in one or several parts. Each part shall constitute a separate contract and shall be invoiced and paid for separately. Each order is personal to the Buyer and cannot be assigned to a third party without CookingTable's written consent. CookingTable may refuse orders from unauthorized persons or from persons not presenting the required professional qualification warranties.

2.2. Accepted orders are binding upon both parties. In case the Buyer cancels an accepted order, the Buyer will be liable to pay liquidated damages to CookingTable in accordance with clause 4.8, without prejudicing CookingTable's right to prove and claim higher damages or to demand that the Sales Agreement has to be respected. The Buyer shall have no right to cancel accepted orders of custom-made goods. In case the Buyer cancels an accepted order of custom-made goods it shall nonetheless be held to pay the purchase price and all additional costs and damages in full. If CookingTable's order confirmation contains any change or addition or differs in any way from the Buyer's order, it shall be binding upon the Buyer unless it notifies CookingTable about its disagreement within 8 days after receiving the order confirmation.

2.3. CookingTable retains the right to suspend the execution of an order if the Buyer's account at CookingTable shows that the Buyer is in default of any payment obligation to CookingTable or its subsidiaries or if the Buyer demonstrates to be insolvent. In the event of a refusal to take possession of an order or if there is a delay in the delivery as a result of a suspension of an order for which the Buyer is directly or indirectly responsible, storage costs will be charged to the Buyer, without prejudicing CookingTable's right to cancel the Sales Agreement.

3. PRICES - TAXES

3.1. The price is as stated in the offer. Price calculations or offers are indicative and non-binding until accepted. In no event shall prices confirmed by CookingTable for one order be binding for subsequent orders. These prices are always subject to possible increases if this is a result of the evolution of their fixed and/or variable costs (e.g.: wages and other social security contributions, costs of material, processing costs, energy costs, exchange rates, etc.). The prices exclude transport costs (if applicable), insurance costs, packaging costs, VAT, levies, import and export duties, etc., unless explicitly stated otherwise in writing.

3.2. If the delivery term, the place of delivery, or the circumstances of the delivery change at the request of the Buyer, or if the Buyer has provided incorrect information to this end, CookingTable is entitled to payment of the additional costs incurred. The Buyer cannot set off any of its claims against any debt towards CookingTable (whether or not those debts arise from the purchase of goods or services from CookingTable).

4. PAYMENTS - CREDIT LIMITS - INTEREST - LIQUIDATED DAMAGES

4.1. CookingTable's invoices are payable to CookingTable's designated bank account at the latest on the due date indicated on the respective order or in the relevant invoices. Time of payment is of the essence. The invoice has been settled when the complete amount stated on the invoice has been received on CookingTable's designated bank account as indicated on the front of the invoice. All bank and exchange costs connected to the collection of the amount will be charged to the Buyer. Representatives are not authorized to receive payments. Invoices that are not disputed by registered letter within eight days after their issuing will be considered to have been fully accepted. CookingTable shall only initiate production after receipt of payment of the relevant invoice.

4.2. If the Buyer fails to pay in full any invoice by the due date, or fails to pay in full any other payment due to CookingTable under the Sales Agreement and/or these General Terms and Conditions by the due date for payment, then: (a) the Buyer shall pay interest on the overdue amount at the rate of 10% per annum (except that if the legal rate of interest is higher, it shall be applied). Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. The Buyer shall pay the interest together with the overdue amount; and (b) the Buyer shall pay CookingTable on demand (and within fourteen days of such demand) 10% of the outstanding balance, with a minimum amount of 150,00 EURO for costs associated with amongst other things the collection of the amounts due and with the adverse consequence on CookingTable's cash flow, as liquidated damages. The parties confirm that this sum represents a genuine pre-estimate of CookingTable's loss. This paragraph is without prejudice to CookingTable's right to prove and claim any higher damages.

4.3. Late, incomplete or non-payment of one expired invoice will cause all other invoices, for which a particular instalment term has been agreed on, to become immediately payable, without previous notice of default. Interest for late payment is due as from the moment that the non-expired invoices become payable. Liquidated damages may in addition be due in accordance with clause 4.2.(b). Partial payments will firstly be deducted from interest due under clause 4.2, liquidated damages payments due under clauses 4.2.(b) and 4.8 and possible costs and only then from unpaid invoices.

4.4. Any use of promissory notes, cheques or permission to draw a bill to cover the agreed upon price shall never be regarded as a renewal of the debt of the original invoice, nor will it limit or alter any 'right of retention', agreement or territorial jurisdiction.

4.5. In the event that the Buyer has already transferred the goods he purchased from CookingTable to a third party but has neglected to fulfill its obligations towards CookingTable, the Buyer shall be obligated to transfer to CookingTable the claim for payment he has towards his buyer. CookingTable can, at its sole discretion, demand guarantees or warranties from the Buyer at any time (e.g. in the event there are indications of a negative financial position of the Buyer). These warranties or guarantees apply as a suspensory condition for the execution or further performance of the Sales Agreement.

4.6. CookingTable is entitled to suspend or postpone its obligations in connection with other current contracts between the parties to the extent that the Buyer has not complied with a payment condition or other obligation. CookingTable reserves the right to suspend delivery of any goods or services until the Buyer's credit is back within the agreed limits or until the Buyer complies with such payment condition or other obligation. Delays in payment by the Buyer of (certain advances on) the price may give rise to a proportionate delay in the delivery term.

4.7. In the event of late payment, CookingTable is entitled to cancel the Sales Agreement, or at CookingTable's discretion to claim the forced performance of the Sales Agreement, all without prejudice to CookingTable's other rights and remedies under these General Terms and Conditions, at law, in equity or otherwise. CookingTable shall be entitled to pick up or demand that the goods be returned at the Buyer's expense and exercise its right to compensation including under clause 4.8.

4.8. Liquidated Damages. If the Sales Agreement / any accepted order is cancelled by the Buyer pursuant to clause 2.2 or by CookingTable pursuant to 4.7 (or pursuant to any other breach by the Buyer), the Buyer shall pay CookingTable on demand (and within fourteen days of such demand) 30% of the outstanding balance as liquidated damages. The parties confirm that this sum represents a genuine pre-estimate of CookingTable's loss. This paragraph is without prejudice to CookingTable's right to prove and claim any higher damages.

5. RETENTION OF TITLE

5.1. The delivered goods will remain property of CookingTable until full payment by the Buyer of the price for these goods, as well as interests and liquidated damages, if applicable. If the Buyer has not yet (completely) paid the purchase price, the Buyer will notify third parties (for example a curator, insolvency administrator and creditors) of CookingTable's retention of title by registered letter each time this is required by the circumstances, including but not restricted to the situation wherein a third party is threatening to seize or has seized the goods. The Buyer will inform CookingTable of this immediately by registered letter. The Buyer warrants (if necessary on behalf of a third party (buyer) or holder) that CookingTable shall be notified of the location of the goods at its first request and that they shall be made available to CookingTable again at the expense and risk of the Buyer if CookingTable so requests. For as far as is necessary, CookingTable shall be granted both an irrevocable mandate for repossession, and a mandate to enter the premises for this purpose.

5.2. The risk attached to the sold goods will pass to the Buyer at the moment determined by the applicable Incoterm.

In case the Parties did not agree on an applicable Incoterm, the risk attached to the sold goods will pass to the Buyer on delivery of the goods to the carrier. Included herein is the risk in the event of unusual cause, coincident and Force Majeure, or similar circumstances arising from whichever party.

5.3. The Buyer is not entitled to dispose of the goods in the event the related purchase price has not been paid in full.

In the event the Buyer sells or otherwise transfers the goods, in breach of this clause, the Buyer's claim for payment towards its customer shall be automatically assigned to CookingTable, CookingTable hereby accepting such assignment. The Buyer shall inform its customers of the assignment to CookingTable and shall provide to CookingTable all information and documents on the collection of the claims.

5.4. The Buyer shall take appropriate insurance on the delivered goods with a reputed insurance company for damage, losses, depreciation, devastation and theft, and provide CookingTable proof hereof at first request. The Buyer assigns his insurance claims from damage, losses, depreciation, devastation and theft from the goods to CookingTable, CookingTable hereby accepting such assignment.

5.5. As far as the clause concerning the retention of title is not in accordance with other clauses agreed upon between the parties, then this clause shall prevail.

6. PLACE OF DELIVERY

6.1. Delivery will take place according to the incoterm 'Ex Works' (INCOTERMS 2010) at the following Delivery Address: Meldertsestraat 8, 3545 Zelem (industriestrieze Zelemse Heide, unit 0), unless another address is communicated by CookingTable in the offer or order confirmation. The Buyer is obligated to inspect the goods upon receipt and to exercise its right of recourse against the conveyor within the required time limit.

7. QUALITY REQUIREMENTS AND REPORTING

7.1. When the Buyer is a CookingTable's distributor (hereafter the "Distributor"), the Distributor undertakes to ensure a traceability system of the goods by maintaining suitable record of the goods reference, lot or serial number, quantity and customer information, during at least ten (10) years for all products.

7.2. The Distributor shall store, handle and transport the goods to its customers in accordance with the product specifications.

7.3. The Distributor must report to CookingTable within two (2) business days, any incident communicated by its customers, end-users or service agents and related to the use of the goods. The Distributor must report to CookingTable within one (1) business week from being informed, any complaint, malfunction or defect related to the goods communicated by its customers, end-users or service agents.

8. CONSIGNMENT STOCK (if agreed in writing)

8.1. All products in consignment remain the property of CookingTable until full payment of all invoices, including interest, indemnity and possible taxes. Consigned products have to be used according to the "first in - first out" system, in order to prevent deterioration. Products returned from consignment stock must be in their original packaging. Any product returned from the Buyer which is damaged, soiled, not maintained in the required conditions as indicated by CookingTable or not in useable condition shall be charged to the Buyer at the discretion of CookingTable.

8.2. The Buyer is responsible for ensuring that all products in consignment are adequately maintained, kept in good working order, and handled only by adequately trained staff. While the products are on the Buyer's premises, the Buyer is responsible for (i) maintaining traceability of the products; (ii) ensuring the correct storage of the products, including any storage conditions as specified in the product specifications, and for any deterioration which may take place; (iii) the use of the products; and (iv) advising CookingTable of stock use, and for generating a purchase order for the items sold.

9. PACKAGING

9.1. CookingTable reserves the right to modify its goods and packaging without prior notice. Ordered quantities may be modified in order to meet the standard packaging units.

10. DOCUMENTATION AND PRODUCT SPECIFICATIONS

10.1. At written request, the Buyer will receive two copies of the documentation relating to the ordered goods. All specifications and product concepts, as well as all information received from CookingTable (including, without limitation, prices, payment conditions, and terms of the Sales Agreement) are confidential and stay property of CookingTable. They may only be used by the Buyer in as far as necessary for the use of the goods. Reproductions or use of this information for other purposes is punished by law and will be prosecuted.

10.2. CookingTable warrants that the goods will comply with the specifications and that it will comply with all applicable laws and regulations in Belgium. CookingTable makes no other warranties with respect to the goods, unless a specific warranty is given in writing separately. Without limiting the foregoing, CookingTable makes no warranty of merchantability or fitness for a particular purpose or any other implied warranty with respect to the goods.

11. COMPLAINTS

11.1. The Buyer must check if the delivered quantities correspond with the ordered quantities immediately upon receipt of the dispatch. Complaints concerning quantities, (non-)conformity or condition of the delivered goods must reach CookingTable within 24 hours after receipt of the dispatch per e-mail or facsimile (and confirmed per registered letter within 7 days after receipt of the dispatch) on penalty of expiry of the complaint.

11.2. Complaints about defects must be reported to CookingTable, 5 days after discovery at the very latest (in the event of hidden defects) by means of a registered letter or facsimile message stating the reason and mentioning all relevant data, amongst others: order and invoice number. CookingTable shall have no obligation to accept late complaints. Use or sale of the goods will nullify any liability for CookingTable, except in case of hidden defects. The Buyer must initiate legal proceedings against CookingTable based on the warranty for hidden defects within 4 months after discovery of the defects or after the defect should reasonably have been discovered and within one year after the delivery date at the latest (whichever is earlier).

11.3. Complaints and/or disputes of whatever nature, never give the Buyer the right to suspend the fulfillment of its obligations towards CookingTable or the right to cancel the complete order or delivery. Without prejudice to clause 12.1, CookingTable's maximum liability will not ever exceed the price paid for the goods in question.

12. LIABILITY - FORCE MAJEURE - PROVISION OF INFORMATION

12.1. Nothing in these General Terms and Conditions shall limit or exclude CookingTable's liability for any liability which may not be limited or excluded by applicable law. Subject to clause 11.1, CookingTable shall have no liability to the Buyer under or in connection with the order for: (a) the consequences of use of, and any consequences for the user, a third party or its goods resulting from the delivered and/or transported goods, to the extent permitted by law; or (b) any loss of profits, or any indirect or consequential loss or damage howsoever arising (including but not limited to: damage to property, financial loss, loss of profit, personnel costs, damage to third parties, loss of income). The Buyer hereby waives its rights of recourse with regard to CookingTable and/or those appointed by CookingTable and releases CookingTable and/or those appointed by CookingTable from all such liability relating thereto.

12.2. All cases of Force Majeure release CookingTable from its liability for anything related to the non-implementation of its obligations within the established period. In the event of Force Majeure, CookingTable is entitled to suspend the Sales Agreement in as far as it has not yet been carried out either for the duration of the period of Force Majeure or to cancel it without being under an obligation to pay compensation. For the application of these General Terms and Conditions, Force Majeure is taken to mean: every occurrence which is reasonably beyond CookingTable's control, including but not limited to strikes, lock outs, delays or disruptions in transport, acts of war (irrespective of declaration of war), acts of terrorism, riots, fire, natural disaster, floods, earthquakes, typhoon, tsunami, weather conditions that make the execution of the Agreement temporarily difficult or impossible, epidemic, disruption in power (electricity, gas, ...), nuclear plant or power station accident, orders, acts, by-laws or regulations from the government or administration, inability to obtain natural gas and/or other fuels, supply difficulties, scarcity of (raw) materials or lack of products for manufacture, mistakes or delays due to CookingTable's suppliers, manufacturing mistakes in material from one of CookingTable's suppliers, etc., irrespective of whether these problems occur at CookingTable or the supplier from whom CookingTable obtains goods and without CookingTable being obligated to prove the influence thereof. Inability or difficulty to perform a payment obligation, shall not fall under the scope of Force Majeure.

12.3. CookingTable does not guarantee the quality of its goods if they are or have been subject to abnormal use, bad maintenance, improper storage or unauthorized repairs by the Buyer or third parties.

12.4. In case of a defect, CookingTable shall, at its sole discretion, have the right to determine the remedy: repairing, servicing, replacing the goods or taking back the goods and, in the latter case, paying the price it received from the Buyer (decreased with an amount that is equal to the value of wear and tear for the time the Buyer used the goods). In the event the Buyer applied for the factory warranty (conventional warranty) towards CDS Design GmbH, CookingTable's liability shall be excluded entirely for B2B customers and limited as described in these General Terms and Conditions to the extent permitted by law of mandatory application.

13. MISCELLANEOUS

13.1. All intellectual property rights in the goods, its documentation, manuals and on CookingTable's websites (such as but not limited to all copyrights, trademark, patent rights, trade secrets, trade names, logos and other proprietary rights) are owned by and remain vested in CookingTable. The Buyer is not authorized to use the trade name or any trademark of CookingTable, without written permission thereto.

13.2. The invalidity or non-applicability of one or more of these stipulations does in no way affect the validity of the other conditions. The invalidity or non-applicability of one or more of these stipulations does not in any way constitute a reason for terminating the Sales Agreement.

13.3. The Buyer is not entitled to assign, transfer or subcontract any of its rights and/or obligations under a Sales Agreement, without CookingTable's prior written consent.

13.4. In the event of a dispute over a Sales Agreement between the Buyer and CookingTable, irrespective of its nature and the place of delivery, the Courts of Antwerp, judicial department of Hasselt shall have exclusive jurisdiction, even if it concerns accepted bills which are payable and/or domiciled outside this judicial district. Nevertheless, if CookingTable is the plaintiff, it shall be entitled - at its free choice - to summon before the court having jurisdiction over the Buyer's place of business.

13.5. All our agreements are governed by and construed in accordance with the laws of Belgium, with exclusion of (1) all conflict of laws rules, (2) the UN Convention on the International Sale of Goods (1980), and (3) the NY Convention on the Limitation Period in the International Sale of Goods (1974).

13.6. Without prejudice to any other provision of these General Terms and Conditions, any claims by the Buyer arising out of or in connection with a Sales Agreement or any purchase order will in any event become time-barred after expiration of one (1) year as from the date of delivery of the relevant goods.

13.7. In the event legal rules with mandatory application apply, such rules shall prevail over the application of these General Terms and Conditions, to the extent of their field of application.