

1. GENERAL

- 1.1. The sale or supply of services and/or goods by FYBO to your company (hereinafter referred to as the "Client") on or after the date hereof shall be subject to the following Conditions.
- 1.2. These Conditions shall apply to contracts between FYBO and the Client for the supply of marketing solutions and associated goods and services (the "Goods & Services").
- 1.3. FYBO contracts upon the terms of the Conditions only and these Conditions shall not be modified without the written agreement of FYBO.
- 1.4. These Conditions shall override and replace any representation made to the Client or any terms, conditions or warranties stipulated, incorporated or referred to by the Client or in any documentation unless FYBO expressly states in writing, otherwise.

2. APPOINTMENT AND PERIOD OF CONTRACT

- 2.1. The Client appoints FYBO to provide the Goods & Services which shall be set out in detail within the appendices issued by FYBO and the Purchase Order (the "P.O.") for a term commencing on the date set out therein and continuing thereafter until terminated pursuant to clause 14 below.
- 2.2. The P.O., the Appendices and these Conditions together shall comprise and be known as the "Agreement".
- 2.3. These Terms and Conditions, Appendices and P.O. shall come into force respectively upon the date of signatures of the authorized representatives of FYBO and the Client.
- 2.4. The Goods & Services shall be provided at such location as the parties may agree.

3. CONTRACT VALUE

- 3.1. All amounts are expressed in USD (EUR ?) unless specifically stated otherwise.
- 3.2. The amount charged by FYBO is set out in the P.O. and excludes the provision by FYBO of services and goods that are not explicitly mentioned in the P.O.
- 3.3. FYBO is entitled to charge for and be paid all delivery and insurance costs incurred unless otherwise specifically included in the price set out in the P.O.
- 3.4. All local and import taxes applicable on the Goods & Services (in the destination country) are for the account of the Client, unless specifically stated otherwise in the P.O.

4. VARIATIONS TO CONTRACT - AMENDMENTS

- 4.1. FYBO is entitled to charge for and be paid:
 - 4.1.1. any increased cost incurred for expediting delivery or as a result of any matter requested by the Client which is not stipulated in the P.O. or arising from defective data supplied by the Client.
 - 4.1.2. any work already carried out by FYBO, in case work is suspended and/or delayed at the request or through any default of the Client.
 - 4.1.3. Any increased costs (such as but not limited to variations in exchange rate and raw material prices) in case work is suspended and/or delayed at the request or through any default of the Client.
 - 4.1.4. any modifications of quantities or product specifications. These modifications will only be integrated in the Goods & Services upon formal approval by the Client of a related "Modification Order".

In this case the Client shall compensate FYBO all the costs thus incurred (clauses 4.1.1 to 4.1.4 together known as "Additional Costs"). These amounts shall be reimbursed or paid by the Client to FYBO upon receipt by the Client of an invoice therefore.

- 4.2. Any amendment of this Agreement should be signed and confirmed by both parties to take into effect.

5. PAYMENT

- 5.1. Amounts shall be payable to FYBO by the Client in accordance with the payment plan as detailed in the P.O..
- 5.2. Invoices issued by FYBO for any additional costs (chapter 4) shall be paid by the Client within 14 days of the invoice date. The Client shall agree with any additional costs as those costs are not foreseen for this activity.
- 5.3. The Client cannot for any reason, delay or withhold payment for FYBO Goods & Services rendered. The Client is only permitted to withhold payment or set off payments if its counterclaim in respect of the respective contract is settled by a court or has not been disputed by FYBO.
- 5.4. If any payment is not made when due, interest shall be payable by the Client at 0.03% rate calculated on a daily basis from the date on which payment was due until date of payment. This shall be without prejudice to FYBO's other legal rights in respect of such breach.
- 5.5. In case the period of delay payment by the Client exceeds 14 days from the date on which payment was due, FYBO has the right to terminate the Agreement and any open Contract with the Client and shall be entitled to charge the cancellation charges as detailed within chapter 14.

6. SUBCONTRACTORS

- 6.1. FYBO shall be entitled to subcontract Goods & Services pursuant to these Conditions. The Client shall only have the rights against the Suppliers as it has against FYBO in respect of such Goods & Services.

7. CLIENT'S OBLIGATIONS

- 7.1. The Client agrees to:
 - 7.1.1. supply FYBO with such information as is reasonably necessary for the proper delivery of the Goods & Services. The information includes but not limited to those stipulated in the appendices such as technical specifications and drawings. The Client will ensure that such information is accurate and not misleading.
 - 7.1.2. deliver to FYBO the content on the exact digital format, timing deadlines, and destination places.
 - 7.1.3. appoint one nominated person to be the contact point with FYBO in relation to the provision of the Goods & Services and from whom FYBO shall be entitled to get specific instructions;
 - 7.1.4. supply FYBO any information that helps planning.
 - 7.1.5. notify immediately any shortcoming to the FYBO Manager in writing in order to provide proper remedy.

8. FYBO'S OBLIGATIONS

- 8.1. In case the client aides by its obligations, FYBO ensures that the Goods & Service provision will take place as defined under the P.O. and appendices.

9. WAREHOUSING, DISTRIBUTION AND STORAGE OF GOODS

- 9.1. If forwarding instructions are not received within 14 days after FYBO gives written notice to the Client that any Goods of the Client are no longer required, the Client must either provide alternative storage area and pay all costs including double handling, or the Client shall pay a reasonable surcharge for storage and insurance (without any liability on the part of FYBO to provide or for failure to provide such storage or insurance or for the manner in which the same are provided).
- 9.2. FYBO shall be entitled to destroy stored items of property belonging to the Client if FYBO gives written notice to the Client that it no longer wishes to store the items and the Client does not respond within 30 days of the date of the notice.
- 9.3. FYBO reserves the right to seek advice from its insurers should there be a requirement to store foodstuffs, dangerous products or alcohol on our premises and furthermore to pass all the costs of compliance on to the Client.

10. DELIVERY DATES

- 10.1. Any time for performance of FYBO's obligations under the Agreement shall be reckoned from the date upon which FYBO receives all the necessary information and documentation from the Client to enable it to proceed without interruption.
- 10.2. Unless otherwise specifically agreed in writing, any specified delivery date or other date for the performance by FYBO of any obligations set out in the P.O. is an estimate only and FYBO shall not be liable for any loss whatsoever resulting from delays in delivery or performance. Time shall not be of the essence of the Agreement.

11. INSPECTION OF GOODS

- 11.1. Upon Delivery of Goods, the Client shall carry out a complete inspection of the Goods in order to check their packaging, weight and quantities as stated in the invoices. Any apparent damage to the packaging of the Goods or to the Goods themselves, or any shortage of the quantities shall be noted and communicated promptly to FYBO in writing by fax or legally signed e-mail. The Goods shall be considered automatically accepted upon Delivery if the Client fails to make any comments in writing in respect thereof not later than 15 days after their Delivery and in any case before the Goods undergo any further processing. Any claim in respect of any defect, deficiency and/or shortage in quantity of the Goods after this period shall be statute-barred.

12. RETENTION TITLE

- 12.1. The delivered Goods remain the property of the FYBO until any and all receivables resulting from the business relations between the FYBO and the Client have been settled. The Client is required to handle delivered Goods with due care and shall provide for appropriate insurance at his own expense against damages caused by fire, water and theft.

13. CONFIDENTIALITY

- 13.1. The parties to this Agreement undertake that they shall at all times hereafter keep secret and not divulge to any third party any and all information and data which shall as a result of this Agreement come into their respective possession and which relates in any way to the affairs, business and or finances of the other party. This clause shall not apply to information and data, which is already in or enters into the public domain (through no fault of either party).
- 13.2. Recommendations and reports made by FYBO to the Client are made on the basis that they will be treated as confidential by both parties.
- 13.3. This clause shall survive the termination of this Agreement for a period of three (3) years thereafter.
- 13.4. FYBO has the right to communicate about its references (Goods & Services) for promotional reasons such as on websites, leaflets, seminars, newsletters, etc.

14. MARKETING RESULTS

- 14.1. FYBO gives no warranty or representation and no condition is to be included or implied in the Agreement as to the result or consequence of any Goods & Services provided by FYBO for the Client or on which FYBO had made proposals or given advice. The Client itself shall be responsible for all such results or consequences

15. GENERAL LIABILITY

- 15.1. The Client cannot invoke the liability of FYBO for the indemnification of direct and/or indirect damages which are caused by transportation, storage or any negligence, included but not limited to improper handling of the Goods.
- 15.2. In any event FYBO shall not be liable for any loss of processing, loss of production, loss of revenue and/or any incidental or consequential or special loss or damage directly or indirectly sustained by the Client or by any other person whatsoever. Any obligation for damages shall be limited to foreseeable damages only, however, not to exceed the invoiced value of the Goods in respect of which FYBO is in default. It is the Client's responsibility to separate the Goods in default from the Goods conform the contract.
- 15.3. The Client acknowledges that FYBO's fees/charges as set out in the P.O. are based upon the assumption that FYBO's liability is limited as provided in these Conditions.
- 15.4. In circumstances where either party is seeking to rely on an indemnity set out in this clause 15, the indemnified party shall comply with all reasonable instructions of the indemnifying party or its insurers in respect of the conduct of the claim and in particular shall not settle or compromise such issue without the consent of the indemnifying party.
- 15.5. In case FYBO has not designed the Goods, FYBO cannot be held responsible of any problems, costs or expenses arising from inadequate design.

16. TERMINATION

- 16.1. The Agreement shall continue in full force and effect until the earliest of (a) date set-out in the P.O. (b) completion of the Services (c) termination in accordance with the terms of clause 16.2 below. In the event that the nature of the Goods & Services is such that they extend beyond the date set forth in (a) above, the term of this Agreement shall be extended until such Goods & Services are completed.
- 16.2. The Agreement may also be terminated by either party giving the other 30 days written notice in advance. In the event of termination by FYBO pursuant to clause 16.2 of these Conditions, or in the event of termination by the Client (which the Client shall be entitled to do only with FYBO's written consent) FYBO shall be entitled to charge the cancellation charges as detailed below:
 - 16.2.1. In case of cancellation prior to Start Date of purchasing raw material as stipulated in the P.O., FYBO is entitled to charge 3% administration charges.
 - 16.2.2. In case of cancellation prior to Start Date of production, but after purchase of raw material as stipulated in the P.O., FYBO is entitled to charge 75% of the contract value.
 - 16.2.3. In case of cancellation after the completion of production date as stipulated in P.O., FYBO is entitled to charge 100% of the contract value.
- 16.3. Expiry or termination of the Agreement shall be without prejudice to those of the Conditions that either expressly or by implication are to remain in effect following such termination.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1. All artwork, copy, designs, photographs and all other materials ("FYBO Material") created by FYBO pursuant to these Conditions and made available to the Client shall belong to FYBO. Nothing in these conditions shall operate to transfer or assign from FYBO to the Client any copyright, design right, registered design right, patent, trademark or other intellectual property right in or relating to FYBO Material either before or after the termination of these Conditions.
- 17.2. The Client agrees that any original ideas, concepts, strategies, processes or techniques presented or made available to it by FYBO ("the Ideas") are not to be used by the Client in any way or communicated to any third party without FYBO's express prior written consent.
- 17.3. This Clause 17 shall apply both before and after the termination of the Agreement and shall apply to all Ideas whether or not they are actually used by FYBO in the performance of the Goods & Services for the Client.

18. FORCE MAJEURE

- 18.1. FYBO shall not be liable for any delay, loss or damage caused wholly or in part by any event beyond its reasonable control including, without limitation, war, civil commotion or act of nature, technical failure or adverse weather conditions and shall be granted all reasonable time and other indulgences necessary.

19. APPLICABLE LAW AND JURISDICTION

- 19.1. The P.O., the appendices and these Conditions together comprising the Agreement shall be construed and governed by the laws of Belgium. All disputes in connection with this Agreement or the execution thereof shall be settled friendly through negotiation.
- 19.2. In case no settlement can be reached, the case may then be submitted for arbitration under the CEPANI Rules of Arbitration by one arbitrator appointed in accordance with the said Rules. The place of the arbitration shall be Brussels (Belgium) and the arbitration shall be conducted in the English language. The decision rendered by the said arbitrator shall be final and binding upon both parties, neither party shall seek recourse to a law or other authorities for revising the decision. The arbitration fee shall be borne by the losing party, except otherwise awarded by the arbitrator.

20. TRANSFER OF AGREEMENT

- 20.1. Unless with written consent of both parties, neither the Client nor FYBO shall transfer part or all of the rights and obligations to any third party before the maturity of the Agreement.

21. EFFECTIVENESS

- 21.1. The French language and the English Language of the Agreement serve equal legal effect. If there is dispute between the French version and the English version, the French version shall prevail.