

General Terms and Conditions ALEXANDER KINDS wigmaker VOF

1. GENERAL

1.1. These general terms and conditions apply in all cases, unless the parties have agreed otherwise in writing. These general terms and conditions are deemed to have been accepted by the customer if no objection has been raised within five days following their receipt. In addition, acceptance of these general terms and conditions is also evident from the payment of the (advance) invoice and from the execution of the order by the contractor, without objection from the customer.

1.2. The customer waives the application of its own general terms and conditions.

2. DEFINITIONS

2.1. "contractor" means ALEXANDER KINDS wigmaker VOF, with registered office at Sint-Laureisstraat 102, 2018 Antwerp and company number 0754.471.641.

2.2. "customer" means any natural person or legal entity that enters into an agreement with the contractor.

2.3. "product" refers to the result of the execution of the given assignment (manufacture, repair, maintenance, etc. of hairpieces) by the contractor.

2.4. "consumer" means any natural person acting for purposes outside their trade, business, craft or profession.

3. QUOTATIONS

All quotations from the contractor are without obligation. The quotation provides as accurate a picture as possible of the product offered. Unless otherwise agreed in writing, a quotation remains valid for 14 days. The contractor has the right to refuse an order if this period is exceeded or if changes are made to the order.

4. CONCLUSION OF THE AGREEMENT

4.1. The agreement is concluded by the verbal or written acceptance of the quotation by the customer.

4.2 After acceptance of the quotation, the contractor may send the customer an advance invoice for 50% of the price stated on the quotation. The customer must pay this advance

invoice no later than 30 days after receipt. If the advance invoice is not paid on time, the contractor has the right to terminate the agreement.

4.3 Quotations and agreements may only be amended by mutual agreement and with the written consent of the contractor. As long as the contractor has not given its written consent to the amendment, the original quotation or agreement shall remain in force.

5. OBLIGATION OF MEANS

The contractor undertakes to make every effort in the performance of the agreement with regard to the product (manufacture, repair, maintenance). The contractor has an obligation of means and not an obligation of result.

6. PAYMENT AND SECURITIES

6.1. Unless otherwise agreed, all prices quoted are in euros and exclude VAT. Obvious errors in the price (e.g. typing errors) are not binding on the contractor.

6.2. After completion of the order, the customer will receive a final invoice. This final invoice must be paid within 15 days of its dispatch. In the absence of a protest within this period of 15 days, the invoice shall be deemed to have been accepted by the customer.

6.3. The contractor remains the owner of the product until the customer has paid the price in full, including any interest, costs and damages.

6.4. In the absence of payment of an invoice by its due date, the customer shall be liable, by operation of law and without notice of default being required, to pay default interest of 1.2% per month and a fixed compensation of 10% on the principal sum.

6.5. As long as the customer remains in debt to the contractor for any amount due, the contractor may refuse to deliver or return any item belonging to or intended for the customer, regardless of whether the amount due relates to this item. The contractor shall have a right of pledge on any item belonging to or intended for the customer, who is not a consumer, as security for the payment of his claim, up to a maximum amount of 25,000.00 EUR, regardless of whether the amount due relates to this item. After giving the notification required by law, the contractor may sell or have sold, publicly or privately, the items he holds as security in order to satisfy his claim.

7. EXECUTION PERIODS

7.1. Unless otherwise agreed in writing, the execution periods indicated are for information purposes only. A delay shall never give rise to any compensation on the part of the contractor or to the termination of the agreement at the expense of the contractor.

7.2. If an advance invoice is transferred, execution periods shall not commence until after receipt of payment of this advance.

7.3. The customer must collect the product at the address specified by the contractor and at the time specified by the contractor. If the contractor agrees to send the product, this will be at the customer's expense and risk.

8. COMPLAINT – HIDDEN DEFECTS

8.1. The customer is obliged to immediately inspect the product for visible defects, shortcomings or non-conformities at the time of collection or, in the case of shipment, at the time of receipt. In the absence of an immediate written complaint to the contractor at the time of collection or receipt, the product shall be deemed to have been collected or received in good condition and in accordance with the order.

8.2. The contractor's product has a limited lifespan, which also depends on the maintenance and use of the product.

8.3. Proven hidden defects that are not the result of normal wear and tear, improper maintenance or misuse of the product by the customer, and which are reported to the contractor in writing within two weeks of collection or receipt by the customer, will be repaired by the contractor free of charge.

9. COMPENSATION IN THE EVENT OF TERMINATION

In the event of termination of the agreement to the detriment of the contractor, the customer shall be obliged to pay compensation to the contractor. Unless proven higher damages are incurred, this compensation shall amount to at least the cost price of the goods purchased for the execution of the order, increased by 50% of the price stated on the quotation.

10. FINAL PROVISION

For customers who are not consumers and who use the products for the entertainment sector (including theatre, film, television or other stage productions), the contractor reserves the right to be present at the first use of the product. This presence is intended to ensure the correct installation, finishing and presentation of the product.

11. APPLICABLE LAW AND COMPETENT COURT

11.1. Belgian law applies to the conclusion, performance and termination of the agreement.

11.2. The courts of the judicial district of Antwerp shall have exclusive jurisdiction to hear any dispute that may arise between the parties concerning the conclusion, performance or termination of the agreement.