

GENERAL CONDITIONS CHOCOLATE WORLD

Article 1 - Application area

- 1.1. These general conditions shall apply to all offers and agreements by CHOCOLATE WORLD and all linked enterprises and all agreements which CHOCOLATE WORLD is part of.
- 1.2. The customer confirms to know and accept these terms and conditions, even if they are contrary to the terms and conditions of the customer. The terms and conditions of CHOCOLATE WORLD prevail against those of the client.
- 1.3. Any exception to the current terms and conditions has to be approved in writing by CHOCOLATE WORLD (i.e. in the offer). The unchanged clauses always remain fully applicable.

Article 2 - Realization of the agreement

- 2.1. Information given amongst other in catalogues, folders, letters, advertisements, images, websites, price lists, recommendations, etc. i.e. regarding sizes, colors, volumes, order numbers, and prices are given by CHOCOLATE WORLD in good will and are not binding. Under no circumstances can CHOCOLATE WORLD be held liable for possible mistakes. All offers done by CHOCOLATE WORLD are not binding, until they have been confirmed in writing.
- 2.2. If CHOCOLATE WORLD, acting as mandated in the name and on behalf of a manufacturer, producer or another third party, any agreement is concluded with the customer under condition of express written approval of the manufacturer, producer or third party. In this case the general and special conditions of the manufacturer, producer or third party apply in full, to the extent that they are not inconsistent with the current terms and conditions.
- 2.3. Listings on illustrations, brochures, catalogs, drawings, photographs, etc. are informative and do not bind CHOCOLATE WORLD. In no case faults, defects or errors may give rise to complaints, price reductions or liability of CHOCOLATE WORLD.
- 2.4. Any communicated studies, designs, drawings, models, etc. that are communicated by CHOCOLATE WORLD will remain the property of CHOCOLATE WORLD. They may not be disclosed to third parties or be performed by third parties without the express written permission of CHOCOLATE WORLD.
- 2.5. CHOCOLATE WORLD has the right to ask for a cash advance with any order.

Article 3 - Acceptance

- 3.1. By signing the delivery receipt the client accepts the delivery and the conformity of the delivered material and goods. The client must check the material immediately at delivery.
- 3.2. All complaints and contestations shall be made in writing to be admissible within 8 calendar days after delivery.
- 3.3. The use of material implies the acceptance of the material.

Article 4 - Price

- 4.1. All prices stated by CHOCOLATE WORLD in its offers are in euro and shall be exclusive of Value2 Added Tax or any other governmental levies, unless otherwise stated.
- 4.2. Travel expenses shall be charged, unless expressly agreed otherwise.
- 4.3. The provided prices and tenders are merely approximate and not binding for CHOCOLATE WORLD. CHOCOLATE WORLD can change them at any time until the acceptance of an order.

Article 5 - Delivery(times) and implementation of the agreement

- 5.1. The terms of delivery are always approximate, they are observed as much as possible, but they are never binding to CHOCOLATE WORLD. A delay in delivery can in no case give cause for damages or interests due by CHOCOLATE WORLD.

- 5.2. The transport is always executed at the risk of the client, even if the materials are loaded by CHOCOLATE WORLD.
- 5.3. If the ordered goods or materials are no longer available with the manufacturer, producer or supplier, or in case of defect, through no fault of CHOCOLATE WORLD, CHOCOLATE WORLD reserves the right to offer to the client an equal alternative. In no case will CHOCOLATE WORLD pay damages.
- 5.4. All risks to which the goods are exposed shall pass to the client upon delivery.
- 5.5. In case of force majeure, CHOCOLATE WORLD reserves the right to indefinitely suspend the agreement. If the force majeure leads to permanent inability to perform the contract, the contract will come to an end, without any compensation. Force majeure means any strange reason, and any circumstance, which cannot reasonably be expected, including but not limited to delay or breach of contract by manufacturers, producers, suppliers, disruptions in the internet, electricity, failures in e2 mail traffic and disturbances or changes in any third party technology, transport problems, strikes, government measures, supply delay, negligence by suppliers and / or manufacturers of CHOCOLATE WORLD, as well as from individuals, disease, defects in appliance or shipment.

Article 6 - Payment

- 6.1. Unless agreed otherwise, payment shall be in cash. All invoices are payable in Antwerp.
- 6.2. In case of complete or partial non-payment of the amount due on the expiry date, the amount due shall be increased by 12 % and also increased by an increase clause of 10% with a minimum of € 100, without serving notice upon the client.

Article 7 - Choice of Law and Disputes

- 7.1. The laws of Belgium shall apply to all agreements concluded between CHOCOLATE WORLD and the client.
- 7.2. All disputes shall be brought before the Courts of Antwerp.

Article 8 - Property provisions

- 8.1. Every delay in payment gives CHOCOLATE WORLD in his official capacity, the full right to declare each current sale, also those of which the goods are not yet delivered, to be disbanded or postponed and he retains the right to take back the goods that were already delivered or that were in dispatch.
- 8.2. The goods sold remain the property of CHOCOLATE WORLD until full payment of the invoice.
- 8.3. As long as the goods are not paid for, the materials may not be sold or estranged, given as security or given to a third person in usage. It is forbidden for the client to make the materials their property by incorporation or by mounting or integrating or mixing in any way with any other material or other movable goods;

In case of non-payment CHOCOLATE WORLD retains the right to take back the goods delivered and end the agreement, without any mediation of a Court.

- 8.4. CHOCOLATE WORLD had the right to terminate the agreement unilaterally in the case of non-payment of the deposit (if applicable) and / or the invoices.
- 8.5. In case the contract is cancelled by the client, CHOCOLATE WORLD can claim damages equal to 30 % of the contract's worth, under reserve of increase if the losses are higher.

Article 9 - Intellectual Property

- 9.1. The trademarks, titles, characters, trade names, graphics, designs and other properties are protected intellectual properties owned by CHOCOLATE WORLD and the customer is not permitted to transfer sketches, documents or any other right or document that he receives, to a third party.
- 9.2. The customer is not allowed to remove, alter or conceal messages, advertising and / or the logo of CHOCOLATE WORLD that is on the material.

SPECIFIC CONDITIONS FOR CONSUMERS

Article 10 - Right of withdrawal

10.1. Buyers, private non-professional individuals, have a right of withdrawal amounting to 14 days from the date of delivery of their order, during which they can withdraw from the contract and be fully reimbursed, apart from the costs of return of the goods. This right does not extend, however, to goods produced for the personal needs of the consumer and which cannot be re-sold due to the specific nature of the product (article VI.64 Law of Economic Right).

10.2. The right of withdrawal is subject to the following conditions:

- the client needs to inform CHOCOLATE WORLD of his intent to exercise his right of withdrawal in writing within 14 days of delivery;
- the Products must be returned in their entirety and not just parts or components of them, even in the case of kits;
- the Products returned must not have been used or damaged;
- the Products returned must be sent back in their original packaging;
- the Products returned must be sent back to CHOCOLATE WORLD in a single shipment.
- the Products being returned must be delivered to the courier within fourteen (14) working days from the date on which you received the products;

If the client exercises the right of withdrawal according to the preceding conditions, CHOCOLATE WORLD is required to refund the sums paid by the Customer within no more than 30 days from the material receipt of the returned products by CHOCOLATE WORLD.

10.3. The right of withdrawal cannot be applied in the case of products that have been customized on a client explicit request at the time the order was entered. The right also cannot apply in the case of products that cannot be re-sold due to the specific nature of the product (article VI.53 Law of Economic Right).

Article 11 - USE OF WEBSITE

11.1. INTRODUCTION

These Terms and Conditions of Use apply to www.chocolateworld.be and the Facebook page www.facebook.com/ChocolateWorldAntwerp/ (hereafter referred to as 'Chocolate World Website'). By using this website, you are agreeing to comply with and be bound by these terms and conditions of use. This website was created and is administered by CHOCOLATE WORLD NV, located at 2660 Hoboken, Antwerp, Smallandlaan 4 Unit 2, registered business number 0443.628.906 (hereafter referred to as 'Chocolate World').

Access to and use of the Chocolate World Website is free - without prejudice to Chocolate World's right to charge for access to and use of certain services and publication of certain content - and the user agrees to comply with and be bound by these terms and conditions of use.

Some content and services of the Chocolate World Website may be regulated by special conditions or, in the case of purchases, sales and contests by their own legal basis which, in the event of any dispute, take precedence over these terms and conditions of use. In this context, you will find the specific conditions applying to each sale under the heading 'Conditions of Sale/General Terms and Conditions'.

If you do not wish to be bound by these terms and conditions of use, please refrain from using the Chocolate World Website.

11.2. USE OF THE WEBSITE

By using the website, the user commits to (i) refraining from using the Chocolate World Website in a wrongful or illegal manner; (ii) refraining from using the Chocolate World Website in a manner that could damage, disfigure, interrupt, shut down or hamper the efficiency of the Chocolate World Website or its content in any way; (iii) refraining from using the Chocolate World Website for the transmission or posting of computer viruses or (iv) posting illegal or wrongful material or material that is in any way inappropriate (including but not restricted to material of a blasphemous, obscene or threatening nature); (v) refraining from using the website in such a way that it constitutes an infringement of the rights of a natural person, legal entity or association such as, and including but not restricted to, the rights of privacy and intellectual property; (vi) refraining from using the website to post and transmit material for promotional or publicity purposes without prior permission from Chocolate World.

Chocolate World applies reasonable security measures to detect the presence of any virus. Nevertheless, the user should be aware that such security measures are not infallible, and Chocolate World therefore cannot guarantee

that there are no viruses, malware, worms or other forms of contamination (phishing, pharming, Trojan horses and such) on the Chocolate World Website.

FOR THIS REASON, CHOCOLATE WORLD IS NOT LIABLE FOR ANY DAMAGE AS A RESULT OF (I) INTERFERENCE, NEGLIGENCE, INTERRUPTION, VIRUS CONTAMINATION, TELEPHONE ERRORS OR DISRUPTIONS TO THE OPERATION OF THE ELECTRONIC SYSTEM; (II) DELAY TO OR LOCKDOWN OF THE OPERATION OF THE ELECTRONIC SYSTEM AS A RESULT OF DEFECTS IN OR OVERLOADING OF THE TELEPHONE LINES OR THE INTERNET; OR (III) DAMAGE CAUSED BY THIRD PARTIES.

Chocolate World reserves the right to suspend access to the Chocolate World Website, at any time and without prior notification, with a view to servicing, repairing, modifying or improving the website. Chocolate World reserves the right to change the content of the Chocolate World Website at any time.

11.3. INTELLECTUAL PROPERTY RIGHTS

THE ENTIRE CONTENT OF THE CHOCOLATE WORLD WEBSITE (INCLUDING, BUT NOT RESTRICTED TO, THE SOURCE CODE, GRAPHIC USER INTERFACE, ILLUSTRATIONS, TEXTS, DRAWINGS, PHOTOS, FILMS, IMAGES, VIDEOS, DATA, DATABASES, SOFTWARE, NAMES, TRADE NAMES, DOMAIN NAMES, BRANDS, LOGOS, REGISTERED AND UNREGISTERED MODELS AND ANY OTHER FILES FOUND ON THE CHOCOLATE WORLD WEBSITE) IS PROTECTED BY INTELLECTUAL PROPERTY RIGHTS OWNED BY CHOCOLATE WORLD, UNLESS EXPLICITLY OTHERWISE DETERMINED.

Without prior written consent from Chocolate World, it is prohibited to save (other than is necessary in order to be able to view the website), to reproduce, change, publicise, distribute or dispatch, sell or transfer or grant to third parties any of the content displayed on this website.

Placing hyperlinks to the Chocolate World Website is only permitted insofar such hyperlinks lead to the website's homepage and no impression is given of any connection to Chocolate World. Deep-linking is not permitted without prior written consent from Chocolate World nor is the use of the Chocolate World Website in websites, or components of websites, of third parties (for example by way of in-line linking, framing or any other method).

Any user copying the drawings and models found on the Chocolate World Website, without prior written consent, may be found guilty of the crime of counterfeiting and piracy, as defined by law on 15 May 2007, punishable by a prison sentence of between three months and three years and a fine of between 100 and 100,000 euros. Chocolate World will not hesitate to press criminal charges against suspected counterfeiters.

The user recognises and agrees to the payment of a penalty of 5,000 euros for each infringement of the intellectual rights of Chocolate World, in particular for the copying of images found on the Chocolate World Website. This does not restrict the ability of Chocolate World to avail itself of all legal resources including, but not restricted to, the substantial infringement claim, the claim for damages and the claim for the application of appropriate measures or modification of the technical facilities.

11.4. CONTENT OF THIRD PARTIES

The Chocolate World Website may contain hyperlinks to websites or web pages of third and other parties, or refer to them in another way. Chocolate World has no control over the content or other features of those websites or web pages and can in no way be held liable for their content or features. By placing links, CHOCOLATE WORLD does not in any way imply approval of the content of those website or web pages.

Placing a hyperlink to the website or web page of a third party does not, in any case, imply any relationship between Chocolate World and such a third party.

11.5. REGISTRATION

Should registration by the user be required for access to certain content or use of certain services of the Chocolate World Website, the user should protect the confidentiality of the user name and password; the user is liable for any activity carried out with their user name and password.

11.6. PERSONAL INFORMATION

SHOULD PERSONAL INFORMATION BE GATHERED THROUGH THE CHOCOLATE WORLD WEBSITE, THIS IS COVERED BY THE PRIVACY STATEMENT, WHICH FORMS AN INTEGRAL PART OF THESE TERMS AND CONDITIONS OF USE.

11.7. COOKIES

The Chocolate World Website uses cookies (a file that is downloaded to the user's computer, smartphone or tablet when visiting certain sites with the intention of saving information to be retrieved during web surfing. All relevant information about the cookies used can be found in the Privacy Statement.

11.8. ACCURACY OF INFORMATION AND AVAILABILITY OF PRODUCTS

The information, products and services offered on or through the Chocolate World Website may contain flaws of all natures. Chocolate World cannot guarantee the appropriateness, reliability, promptness or accuracy of the information. The information is provided and displayed without any form of guarantee.

Chocolate World does not guarantee the availability of the products and services offered on the Chocolate World Website. Every offer must be confirmed in writing by Chocolate World before it can be seen as valid. The Conditions of Sale/General Terms and Conditions cover the sale of products through the Chocolate World Website.

Should advice on personal or business decisions be given through the website, directly or indirectly, that advice is given without any form of guarantee and Chocolate World cannot be held liable for that advice.

11.9. INFRINGEMENT

Should the user breach these Terms and Conditions of Use, or special conditions, or any other norm or rights of third parties, or if there is any risk of damage being done to users of Chocolate World, Chocolate World will not hesitate to take suitable measures.

11.10. INFORMATION

Chocolate World reserves the right to inform any authority about an activity carried out by a user on the Chocolate World Website.

11.11. COMMENTS AND COMMUNICATION

Information provided to Chocolate World by the user in the context of the use of the Chocolate World Website (by post, email or other means) may not be regarded as being confidential.

CHOCOLATE WORLD IS NOT OBLIGED TO TREAT THIS INFORMATION AS CONFIDENTIAL, NEITHER IS CHOCOLATE WORLD LIABLE FOR ANY USE OR PUBLICATION THEREOF.

Insofar permitted by law, this information is the exclusive property of Chocolate World and may be used, without further obligation or charge, for any objective, commercial or otherwise.

11.12. TRANSFER

These Terms and Conditions of Use may be transferred, without prior consent of the user, to any third party fully or partially acquiring the Chocolate World Website or the Chocolate World business.

11.13. APPLICABLE LAW AND JURISDICTION

Belgian law is applicable to the Chocolate World Website and to these Terms and Conditions of Use, with the exception of the Belgian rules of referral in Belgian private international law. In the event of any dispute, only the court of Antwerp (Belgium) is competent.

Article 12 - PRIVACY STATEMENT

In this Privacy Statement, we refer to CHOCOLATE WORLD NV, located at 2660 Hoboken, Antwerp, Smallandlaan 4 Unit 2, registered business number 0443.628.906 (hereafter referred to as "Chocolate World").

Chocolate World administers the website www.chocolateworld.be (hereafter referred to as "Chocolate World Website")

Chocolate World sets great store by the protection of your privacy and personal information.

12.1. WHICH DATA IS PROCESSED

Through its website, Chocolate World Website, Chocolate World can process the following personal data including, without restriction, that obtained by way of the contact form, order form and cookies:

- Information about your computer or mobile device and your visits to and use of the website, including your IP address, operating system, browser type and geographical location;
- Account details provided to us by the user themselves: name, address, telephone number, fax number, email address, comments;
- Data provided while placing an order: invoice address, product or products ordered, financial details;
- Any other information you personally decide to share.

If information is provided by the person concerned themselves, by way of a form, the fields indicated by an asterisk (*) must be completed, as they are necessary for the purposes for which they are processed. Other fields may be completed in order to facilitate Chocolate World's service, and there will be no repercussions if they are left blank.

12.2. OBJECTIVE OF THIS PROCESSING

Chocolate World may use the personal or business details you provide for various purposes.

- For example, Chocolate World uses your personal details for the purpose of client administration, in answering your queries, for instance.
- Chocolate World uses your personal details for the implementation and supply of its services and products.
- Your personal details may also be used for marketing purposes, statistical research or to improve matching of our products and services with your needs.
- If you have given Chocolate World your permission, we may also use your personal details for direct marketing, by email, telephone or post for example, to inform you about Chocolate World products and campaigns.
- Chocolate World uses your personal details when it is legally obliged to do so.

If the processing is based on your permission, you can retract this at any time, without this in any way detracting from the legality of the processing already carried out based on the permission given before it was retracted.

12.3. FORWARDING OF YOUR PERSONAL INFORMATION

Chocolate World makes your personal information available to its personnel on a need-to-know basis. Chocolate World may make use of processors to process your personal information.

Chocolate World passes on the personal information to the following categories of processors:

- Processors who supply statistical research and analyses
- Processors who supply hosting for this Chocolate World Website and the associated databases
- Processors who provide marketing
- Organisations which provide processing of payments
- Organisations which provide delivery of the orders
- Organisation with which there is a legal obligation to share personal information.

12.4. RETENTION OF YOUR PERSONAL INFORMATION

Chocolate World is committed to retaining your personal information no longer than is necessary for the purposes defined in 2.

12.5. YOUR RIGHTS

You have the right to request that we:

- allow you to view, improve or remove personal information
- limit the processing of that personal information
- limit the data transferability of that personal information.

To do so, please put your request in writing to CHOCOLATE WORLD NV, 2660 Hoboken, Smallandlaan 4 unit 2, Belgium or info@chocolateworld.be accompanied by a copy of your identity card. Chocolate World will respond within one month of receiving your request and let you know which action it intends to take.

If you have given permission for a certain processing, you have the right to retract that permission at any time. This retraction is not detrimental to the processing of your information based on that permission and carried out before the retraction.

Lastly, you retain the right to submit a complaint to the supervising authority.

12.6. COOKIES

Chocolate World uses cookies to make your surfing experience on the Chocolate World Website easier and more pleasant. Cookies also enable us to improve the content of our website to match your needs and preferences.

A cookie is a small text file that is downloaded by a web server to the browser directory of your computer or on your smartphone, during a visit to a website. The cookie contains a unique code which your browser identifies during a visit to the website (known as a session cookie) or during subsequent visits to the same website (known as a permanent cookie).

Cookies can be installed by the server of the website you are visiting or by partners of that website. Only the web server that placed the cookie can read the cookie. The web server has no access to any other information on your computer or mobile device.

Cookies are stored in the browser map of your computer or mobile device. The content of a cookie usually consists of the name of the server that placed the cookie, an expiry date and a unique number code.

Cookies make the interaction between the visitor and the website easier and faster, in general, and help the visitor to navigate between the various elements of the website.

Cookies can also be used to make the content or advertising on a website more relevant to the visitor and to adapt them to the visitor's taste and needs.

1° WHICH COOKIES?

Chocolate World uses the following types of cookies:

- **Session cookies:** cookies which are removed when the browser is switched off. They are only stored for one session.
- **Permanent cookies:** cookies which are stored on the end user's device for a certain length of time, varying from one hour to several days/months (cookies for online forms and authentication codes, cookies for the user's security and cookies for the language preference of the user interface).
- **First-party cookies:** cookies installed by a website within the Chocolate World domain (cookies for online forms and authentication codes, cookies for the user's security and cookies for the language preference of the user interface).
- **Third-party cookies:** cookies installed by websites from outside the Chocolate World domain, which have been visited by the user and which are shown in the browser's address bar (frequency-capping cookies, cookies from advertising networks, for market research and analysis, third-party advertising cookies and cookies from Google Analytics).

2° CHANGE IN THE COOKIESS

Chocolate World reserves the right to change this cookie statement at any time..

3° DISABLING COOKIES

YOU CAN SET YOUR BROWSER TO REFUSE TO HAVE COOKIES INSTALLED. THIS CAN HAVE A NEGATIVE EFFECT ON THE OPERATION OF CERTAIN PARTS OF THE CHOCOLATE WORLD WEBSITE.