

General Terms of Sale Praliweb private limited liability company (B2B)

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ARTICLE 1 IDENTITY OF THE VENDOR

The website, accessible via www.ovidias.com, named hereinafter the “Website” managed by Praliweb private limited liability company, with headquarters at 3730 Hoeselt, Industrielaan 26, Belgium, registered at the CBE under the number 0607.968.581, named hereafter “Praliweb”.

Telephone number: +44/33 08 08 32 19 (UK) / +32/89 695 000 (outside the UK)

E-mail address: info@ovidias.com

Bank account : BE89 0689 0208 6485

ARTICLE 2 DEFINITIONS

1. Vendor: Praliweb
2. Customer: the physical person or company who, exclusively professional purposes, uses or acquires products or services which were brought on the market by Praliweb.
3. Distance sales agreement: any contract concerning goods or services concluded between Praliweb and the Customer under an organized distance sales or service-

provision scheme run by the supplier, who, for the purpose of the contract, makes exclusive use of one or more means of distance communication up to and including the moment at which the contract is concluded.

4. Goods: all products offered by Prialiweb on the Website.
5. Website: the website of Prialiweb accessible on the URL www.ovidias.com.
6. Means of distance communication: any means which, without simultaneous physical presence of Prialiweb and the Customer, may be used for the conclusion of the agreement between those parties.

ARTICLE 3 APPLICABILITY

1. Unless otherwise previously specified in writing, the present General Terms of sale apply to every offer made by Prialiweb and to every distance sale entered into between the Buyer and Prialiweb.
2. These General Terms of Sale are applicable to every offer from Prialiweb as a webshop to you as a Customer, every natural person who, for non-occupational purposes alone, purchases or uses a good or service made available on the market.

These General Terms and Conditions are not applicable on offers and contracts with physical persons who do not act on behalf of their professional activities.

3. If the present General terms of Sale are accompanied by specific terms for goods or services, and in case of discrepancies between the General Terms of Sale and the specific terms, the provisions of the specific terms will prevail over the General Terms of Sale, unless stipulated otherwise.
4. Derogations to these General Terms and Conditions are not possible, unless agreed upon in writing. Derogation to one or more articles of the General Terms and Conditions will not affect the applicability of the other articles of those same general terms and conditions
5. The Customer's general terms and conditions are not applicable, unless accepted on beforehand and in writing by Prialiweb.
6. Prialiweb reserves all rights to adapt or complete the present General Terms of Sale at any moment. Changes will apply to all future orders.
7. By using the Website of Prialiweb and/or placing an order, the Buyer accepts the present General Terms of Sale and all rights and obligations mentioned on the Website.
8. In the event that one or more provisions of the General conditions are held invalid or declared as such by application of a law or a regulation, or following a final decision from a competent court, this shall not affect the validity of the other provisions. The General Conditions constitute the whole contractual relations between the Parties. If there is any contradiction between documents, the General Conditions shall prevail.

ARTICLE 4 OFFERS AND AGREEMENT

1. Offers are valid as long as they are shown on the website and as long as stocks lasts.
2. Prialiweb explicitly states in her offer when the latter is only valid for a constrained period of time or is subjected to specific conditions.
3. Prialiweb always describes as complete and accurate as possible what they sell to you as well as the course of their delivery process. The description is in any case sufficiently detailed to allow you to make a proper assessment. If Prialiweb makes use of graphics, they are a true reflection of the offered goods and / or services. However, making mistakes is human and if Prialiweb is clearly mistaken, they are not obliged to deliver to you.
4. The distance sale agreement is entered into as of the sending of the order confirmation to you as Buyer or, if the offer is made through the Website, as of reception of the confirmation by e-mail by you at the e-mail that you chose address and regarding your payment made by credit or debitcards, as soon as they receive approval from the issuer of your card.

Should the issuer of your card refuse to agree on your payment to Prialiweb, Prialiweb cannot be held responsible for any delays in the delivery and/or non-delivery of your order. Orders without valid payment by name of the registered cardholder will not be accepted or processed.

5. The Customer and Prialiweb accept that a valid contract can be concluded between them by means of distance communication. Even in case of absence of a written handwriting, a valid contract will be concluded between the Customer and Prialiweb by placing an order and the acceptance thereof. Prialiweb's electronic data is accepted as evidence of the contract between the Parties.
6. The Consumer who buys the goods from Prialiweb is the endconsumer. The endconsumer is not allowed to resell the goods in any way.

ARTICLE 5 YOUR ORDER

1. In order to purchase a product online, the Buyer needs to add the item in his shopping basket. Afterwards he has to submit his contact details and billing data. Next the customer chooses his preferred way of delivery: home address, specific delivery address, access point,... in the final step the Buyer is led to an overview page, where he needs to accept the General Terms of Sale and needs to confirm his payment by pressing the "Buy now" button, with the caption "order with payment", or any similar caption. If you have completed these steps, your purchase becomes final.

ARTICLE 6 PERSONALISED ITEMS

1. In the event the Buyer would like to order a personalized Product, the Buyer needs to upload the text, graphics, picture, image or other creative element to the appropriate page. Prialiweb will examine the quality of the uploaded Content and informs the Buyer if the quality of the Content does not meet the necessary standard. It is made possible for the Buyer to see an example of his or her personalized Product. After approval by the Buyer, the order will be placed and added to the shopping car. When the Buyer fulfilled all the steps mentioned in article 5, the purchase will be final.
2. The Buyer shall always take into account that the quality of each print depends on the (photo) material delivered by the Buyer. The final print may differ from the example given on the Website. Such (small) differentiations can never be invoked as a ground for rejecting or returning the order/product.
3. The Buyer respects it's obligation to never upload violent, discriminatory, illegal, unlawful, hateful, pornographic and other harmful images, texts or other content on the Prialiweb's Website in order to personalize its Product. Prialiweb reserves the right to refuse such orders.

ARTICLE 7 PRICE

1. In respect of Belgian consumers, all prices and invoices are expressed in euros and the prices are always indicated with and without VAT.
In respect of consumers outside Belgium, all prices and invoices are expressed in euros. The prices indicated on the Website are always without VAT
In respect of consumers of the UK, all prices and invoices are expressed in pounds.
2. The Buyer has to pay the price agreed upon during the last step of the ordering process and communicated by Prialiweb in the order confirmation. Obvious mistakes in prices or evidently incorrect prices may be corrected by Prialiweb at any given time, even after conclusion of the agreement.
3. All costs for delivery and return are clearly indicated to the Buyer. Certain payment methods include specific terms related to delivery and costs. These will be mentioned to the Buyer.

ARTICLE 8 PAYMENT

1. All invoices are payable by bank transfer to Prialiweb's bank account with number (...). The Customer pays the price which is mentioned in the invoice within 30 days after the invoice date, except when a different payment term was accepted by Prialiweb on beforehand and in writing.
2. The following payment methods are accepted by Prialiweb for orders placed through the Website.
 - MASTERCARD
 - VISA
 - MAESTRO

- PAYPAL

Praliweb may offer other payment methods in the future. If Praliweb decides to use other payment methods, this will be announced through the Website.

3. If the Buyer chooses to pay by credit card, additional terms of use of the credit card issuer might apply. Praliweb is not a party in the relationship between the Buyer and the credit card issuer.
4. In order to ensure the safety of your online payment and your personal data, all transactions are encrypted with SSL technology. You do not need specific software to pay with SSL. You will recognize the SSL connection through the lock in the bottom status bar of your browser.

ARTICLE 9 DELIVERY AND EXECUTION

1. All goods are delivered to the address provided by the Buyer when ordering.
2. Orders are made and delivered as soon as possible. Praliweb strives to deliver the orders within the 1 à 3 days.
 - UK: day + 2
 - Belgium: day + 1
 - Luxemburg: day +1
 - Netherlands: day + 1
 - Germany within the radius of 500 km of Belgium: day + 1
 - Germany outside the radius of 500 km of Belgium: day + 2
 - France within the radius of 500 km of Belgium: day + 1
 - France outside the radius of 500 km of Belgium: day + 2
3. When a good is temporarily out of stock, Praliweb will immediately contact the Buyer and inform him of the estimated time until the goods will be on stock again. Praliweb does its utmost to contact the Buyer within one (1) à three (3) working days by e-mail of any delays.
4. The shipment of goods is always at the risk of Praliweb. The Buyer doesn't have to worry about goods lost during transportation. If you, however, return goods to us, the Buyer will be responsible for the transportation.
5. Risk and liability over delivered goods is transferred to the Buyer as of delivery to the chosen address.
6. From the moment of reception of the goods by the Buyer, the goods need to be stored immediately in the refrigerator, given the nature of the product.

7. The Buyer, or any other person, is required to be present at delivery of the goods at the address indicated by the Buyer. Otherwise a second appointment for delivery will be made with the Buyer.
8. Prialiweb is not responsible for failed deliveries when:
 - The Buyer provides an incorrect or outdated address;
 - No one is at home at the address of delivery indicated by the Buyer;
 - The Buyer does not immediately (24 hours) provide a corrected/new delivery address.
9. Prialiweb's total liability for breach does in no event exceed the purchase price of the concerning goods.
10. Given the nature of the product, PO Box addresses are not accepted.

ARTICLE 10 RIGHT OF WITHDRAWAL

1. According to book VI of the Code of Economic Law, the Buyer may never exercise its right of withdrawal in agreements for the supply of goods that by reason of their nature, are liable to deteriorate or expire rapidly.

ARTICLE 11 RETENTION OF TITLE

1. Notwithstanding the actual delivery, the products delivered by Prialiweb remain the exclusive property of Prialiweb as long as the Customer has not fully satisfied all obligations, including existing and future payment obligation(s), under the contract(s) concluded between Prialiweb and the Customer.
2. Before title to products sold passes to the Customer, the Customer is not empowered to pledge or otherwise encumber or dispose of the products or to grants rights thereto to third parties.

ARTICLE 12 LIMITATION OF LIABILITY

1. The Website is made available to you without any express or implied warranties of correctness. Prialiweb cannot be held liable for damages resulting from the use in any way of contents of the Website or for damage caused by distributing it, regardless of whether this content was correct or incorrect. Nor can Prialiweb be held liable for any damages caused by false, incomplete, ambiguous or dated content or language errors.
2. The Buyer agrees that the liability of Prialiweb will in any case be limited to, and shall never exceed the total amount of the last issued invoice.

3. Prialiweb can not be held liable for the (consequential) damages due to mistakes made by the Buyer when stating his/her details of delivery, including the address.
4. In case Prialiweb is found to be responsible, the only obligation upon Prialiweb consists of replacing the defective goods or reimbursing the paid price, whichever she sees fit. The Consumer cannot demand an indemnity.
5. Prialiweb makes every effort in order to provide access to its website 24 hours a day, 7 days a week. Regarding the technical characteristics of the internet and the information technology, and the given need for periodic maintenance, updates and upgrades, Prialiweb cannot guarantee an uninterrupted access to its Website. In case of acceptable discontinuance, interruption or disruption of access or services, Prialiweb will do everything in their power to correct it within the shortest possible delay. Such normally acceptable interruptions or disturbances are specific to services via the Internet and cannot be considered as defects or default. They will in no case give rise to liability to any damages or other remedy.
6. The Website to which the Prialiweb occasionally refers are not managed, hosted or maintained by Prialiweb. Prialiweb is not liable for the content of these sites, for the links referring to them nor for the amendments and updates made on them.
7. Prialiweb disclaims all liability for Content (texts, pictures,) uploaded by the Buyer to personalise its Product. The Buyer is solely liable therefore as well as for any possible resulting claims or legal consequences. It may not be assumed that Prialiweb approves or recommends the aforementioned texts, pictures, ... Prialiweb is not obliged to screen, control, refuse or remove the uploaded documents. The Buyer will indemnify Prialiweb and safeguard for any claim for damages (including attorney fees, all legal costs,...) and all related costs of visitors or third parties arising from the violation of rights by the uploaded Content for which he or she is solely responsible.

ARTICLE 13 CONFORMITY AND WARRANTY

1. Prialiweb guarantees that her products are in accordance with the order of the Buyer and meets the normal expectations he may have, taking into account the specifications of the product. Prialiweb also guarantees that her goods are in accordance with any at the moment of the order applicable law.
2. Goods sold by Prialiweb are fresh food products. Prialiweb does its best to ensure correct and safe delivery, with respect for the freshness of the products, but it can give no absolute guarantee on the transport quality. Given the nature of the product, the Buyer is obliged to store the goods immediately in the refrigerator to maintain the quality of the products.
3. Prialiweb delivers her Goods by means of refrigerated shipping in order to ensure, in the best way possible, the quality of the products. In the exceptional case that the quality of the delivered goods is affected, the Buyer needs to prove immediately, right at the moment of the delivery, that the quality of the goods is affected. The Buyer has the obligation to inspect all goods immediately upon delivery. Any complaints concerning defects to the goods or delivery shortcomings (e.g products are no

longer fresh or were damaged during transport) shall be immediately notified by the Buyer by e-mail to Prialiweb and no longer than within 24 hours after delivery.

- For shortcomings to the products caused by not storing the goods immediately in the refrigerator upon delivery, Prialiweb cannot be held liable.
4. The introduction of a complaint by the Customer, does not imply the suspension of the obligation to pay the invoice. Thus, the Customer will still be bound to accept other deliveries and to pay all of the invoices.
 5. In case the complaint was unfounded, the costs of investigation will have to be paid by the Customer.
 6. In case a complaint was made by a Customer regarding the poor quality of the delivered products, Prialiweb can as she sees fit, decide to replace the goods for free (or this part of the delivery which relates to the complaint) or reimburse the amount of the invoice (or the part of the invoice which corresponds to the defective part of the delivery), in which case Prialiweb's responsibility ends.

ARTICLE 14 FORCE MAJEURE

1. In case of force majeure, Prialiweb is not obliged to fulfil her obligations. In that case she may either suspend her obligations for the duration of the state of force majeure or definitely repudiate the agreement.
2. Events of force majeure are all circumstances external to the Prialiweb's will and control that render the respect of her obligations completely or partly impossible. Such events include amongst others strikes, fire, disruption of energy supplies or telecommunication networks or communication systems and/or the temporary down-time of the webshop, late delivery or absence of delivery by suppliers or other third parties,...

ARTICLE 15 INTELLECTUAL PROPERTY

1. The Buyer acknowledges and accepts that all intellectual property rights on published information, statements or other communication regarding the goods and/or the Website are and remain property of Prialiweb and its suppliers or other beneficiaries.
2. Intellectual property rights include amongst others patents, copyrights, trademark, drawings and models and/or any other (intellectual property) rights, including technical and/or commercial know-how, methods and concepts, even if these are not subject to patent protection.
3. The Buyer shall not use and/or change any of the intellectual property rights as described in the present article, including reproduction without prior authorization by Prialiweb, its suppliers or other beneficiaries, other than for private use of the goods themselves.
4. The Buyer is solely responsible for the Content she provides Prialiweb. The Buyer guarantees that she owns the intellectual property rights or at least received permission of

the rightful owner to use all texts, images, photos or any other creative element provided to Praliweb.

By submitting the texts, graphics or other creative elements to Praliweb for the personalisation of Products, the Buyer gives Praliweb a right to use the aforementioned elements.

ARTICLE 16 COMPLAINT PROCEDURE

1. Praliweb tries to satisfy 100% of her Buyers. If nevertheless the Buyer would have complaints concerning her services of products he can contact Praliweb.
2. Praliweb does her utmost to deal with every complaint within 7 working days.
3. By way of Alternative Dispute Resolution measure, the Service de Médiation des Consommateurs of the SPF Economie has been appointed to receive all demands of out of court settlement of consumer disputes. The Service will intervene directly or transfer your complaint to the appropriate service. You can contact the Service de Médiation des Consommateurs via this link: <http://www.mediationconsommateur.be/en>.
In case of cross border dispute, you can contact the "Online Dispute Resolution" platform of the European Union via this link: <http://ec.europa.eu/odr>.

ARTICLE 17 APPLICABLE LAW AND COMPETENT COURTS

1. All offers and agreements are subject to Belgian law.
The application of the international sale of Goods treaty (Vienna Convention) is explicitly excluded.
2. All disputes related to or resulting from offers from Praliweb, or agreements entered into with it are subject to the jurisdiction of the courts of Tongeren, unless a mandatory statutory provision expressly declares another judge as competent

ARTICLE 18 MISCELLANEOUS PROVISIONS

1. In case one or more clauses of these General Terms and Conditions are considered void, invalid or inapplicable based on whichever reason, the other clauses of these General Terms and Conditions remain in force. These General Terms and Conditions are considered to be the only applicable agreement between parties regarding to its subject < matter.
2. For further information or any suggestion concerning these General Terms of Sale, You can contact Praliweb at the following address: Praliweb private limited liability company,

with headquarters at 3730 Hoeselt, Industrielaan 26, Belgium, by e-mail:
info@ovidias.com, by phone: +44/33 08 08 32 19 (UK) / +32/89 695 000 (outside the UK).