

ERIC KUSTER METROPOLITAN LUXURY ANTWERP BVBA
General Terms & Conditions

GENERAL TERMS AND CONDITIONS

Eric Kuster Metropolitan Luxury Antwerpen BVBA

These General Terms and Conditions of ERIC KUSTER Metropolitan Luxury Antwerpen BVBA (hereinafter; 'ERIC KUSTER') established at (BE-2018) Antwerp, Mechelsesteenweg 30-32, Belgium, registered with the Company Register under no. 0506.698.702, can also be downloaded from the website: www.erickuster.com. These General Terms and Conditions apply to any offer, quote, bid or proposal issued by ERIC KUSTER.

General

1. ERIC KUSTER is a company active in trading a-class interior design and related products and developing interior design projects.
2. These General Terms and Conditions form an integral part of any offer between ERIC KUSTER and the Client. By accepting an offer, the Client accepts the applicability of these General Terms and Conditions.
3. If a Distance Contract or an Off-Premises Contract is concluded, the text of these General Terms and Conditions will be made available to the Client by electronic means, in such a way that the Client can easily store it on a durable data carrier. The Terms and Conditions can also be downloaded from the website of ERIC KUSTER: www.erickuster.com.
4. If specific product or service conditions apply alongside these General Terms and Conditions, the third article of these General Terms and Conditions will apply mutatis mutandis, and the Client can in the event of any contradictions always invoke the applicable provision that is most favourable to him/her.
5. These General Terms and Conditions exclusively apply to all offers, Services, products and/or work by or on behalf of ERIC KUSTER. The General Terms and Conditions of the Client are explicitly rejected.
6. Departures from these General Terms and Conditions will be valid only if and insofar as they have been expressly agreed between the parties in writing. The provisions of these General Terms and Conditions will

remain fully in force insofar as no such departures have been made.

Definitions

7. The following terms will have the following meaning as used herein:

ERIC KUSTER:

Eric Kuster Metropolitan Luxury Antwerpen BVBA;

Agreement:

the Offer agreed by the parties for which these General Terms and Conditions will apply;

Distance Agreement:

an agreement whereby, within the framework of a system organised by ERIC KUSTER for the distance sales of Products and/or Services, up to and including the conclusion of the agreement, only one or more means of distance communication are used.

Client:

the party who purchases Products and Services from ERIC KUSTER.

Additional Work:

all work and supplies not specified in the Agreement and requested by the Client.

Offer:

the offer of Products and/or Services made by ERIC KUSTER to the Client.

Order Amount:

the total of Price(s) quoted in the Offer for Products and Services requested by the Client.

Price(s):

the price(s) to be paid by the Client to ERIC KUSTER for Products and Services.

Product(s):

the product(s) purchased by the Client from ERIC KUSTER as specified in the Offer.

Service(s):

the service(s) provided by ERIC KUSTER to the Client as specified in the Offer.

Ex Warehouse:

leaving the ERIC KUSTER warehouse where Products purchased by the Client from ERIC KUSTER are prepared for transportation.

Offer - proposal by ERIC KUSTER

8. An Offer is valid for 30 calendar days, barring any provision to the contrary. The Offer by ERIC KUSTER will at the end of this period expire automatically whereby no further rights can be derived therefrom.
9. The offer contains a complete and accurate description of the Products and/or Services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the Client. Any images used by ERIC KUSTER will provide a true representation of the Products and/or Services offered. Obvious mistakes or errors in the Offer are not binding on ERIC KUSTER.
10. An Offer contains information that makes clear to the Client what the rights and obligations attached to the acceptance of the Offer are. This concerns in particular:
 - the Price inclusive of taxes;
 - the costs of delivery, if any;
 - whether or not the right of withdrawal is applicable;
 - the method of payment, delivery and performance of the contract;
 - the period for acceptance of the Offer or the period within which ERIC KUSTER will guarantee the price;
 - whether the contract will be archived after its conclusion and, if so, how it can be consulted by the Client;
 - the manner in which the Client, prior to the conclusion of the contract, can check and, if necessary, rectify the information supplied by him in the context of the contract;
 - the minimum duration of the distance contract in the case of a long-term transaction
11. The Offer will be executed when the Client has signed the Offer or confirmed the Offer in writing (email included) and has paid the pre-payment in accordance with these General Terms and Conditions. The Client is obliged, prior to the acceptance of an Offer, to inform ERIC KUSTER of any facts and/or circumstances that could affect the performance of the Agreement, insofar as the Client is aware or should be aware thereof. ERIC KUSTER reserves the right to refuse orders in the event of serious suspicion of abuse of rights or bad faith, serious suspicion of commercial purposes unacceptable to ERIC KUSTER or in the event of exhaustion of the stock of a particular item.
12. All work that is not specified in the Offer does not fall under the scope of the Agreement and could influence the total price presented in the Offer. The agreement on the Additional Work will always be concluded separately and applies in any case on the absence of confirmation within 15 days of submission of the additional Offer.
13. In case of the purchase of Products, Client may dissolve the agreement within 14 days, without stating reasons. This cooling-off period commences on the day after receipt of the Product by the Client or a representative appointed in advance by the Client and announced to ERIC KUSTER. The Client will handle the Products and the packaging carefully during the cooling-off period. He will only use or unpack the Product to the extent required to assess whether he wishes to retain the Product. Returns will in any case only be accepted if the item is unsoiled, undamaged and in the original packaging. If the Client exercises his right of withdrawal, he will return the Product with all accessories and - if reasonably possible - in its original condition and packaging to ERIC KUSTER, in accordance with the reasonable and clear instructions provided by ERIC KUSTER, which will be delivered to the Client at first request.
14. In the case of delivery of Services, the Client may dissolve the Agreement without giving reasons for at least fourteen (14) days, starting on the day of entering into the Agreement. In order to exercise his right of withdrawal, the Client will comply with the reasonable and clear instructions provided by ERIC KUSTER at the time of the Offer and/or at the latest upon delivery.

15. The Client is not entitled to cancel the order after expiry of the statutory withdrawal period.
16. If the Client exercises his right of withdrawal, he will not be charged more than the cost of returning the goods. If the Client has paid an amount, ERIC KUSTER will refund this amount as soon as possible, but no later than 30 days after the return or withdrawal.
17. ERIC KUSTER may exclude the Client's right of withdrawal to the extent provided for in Articles 18 and 19 below. Exclusion of the right of withdrawal will only apply if ERIC KUSTER has clearly stated this in the Offer, at least in time for the conclusion of the Agreement.
18. Exclusion of the right of withdrawal is only possible for Products:
 - which have been produced by ERIC KUSTER in accordance with the Client's specifications;
 - which are clearly personal in nature, or custom-made products; or
 - that by virtue of their nature cannot be returned.
19. Exclusion of the right of withdrawal is only possible for Services whose delivery has started with the express consent of the Consumer before expiry of the cooling-off period.
20. In case ERIC KUSTER provides Services, the Offer in relation thereto will be based on the information provided by the Client to ERIC KUSTER. Such information may include drawings and /or measurements. ERIC KUSTER will not be liable for any costs which may become due because of incorrectness of information, drawings and/or measurements provided by the Client. The Client is obliged, prior to the acceptance of the Offer, to inform ERIC KUSTER of any facts and/or circumstances that could affect the performance of the Agreement, insofar as the Client is aware or should be aware thereof.
21. If and insofar as applicable, ERIC KUSTER reserves the intellectual property rights to any designs, images, drawings, specimens, samples and models that are provided with any Offer. These items will be returned to ERIC KUSTER immediately upon request by ERIC KUSTER, notwithstanding other statutory measures at ERIC KUSTER's disposal to safeguard its rights.

Prices & costs

22. General

Prices of ERIC KUSTER are quoted in EURO and are always exclusive of VAT, unless explicitly stated otherwise. During the validity period stated in the Offer, the prices of the offered Products and/or Services will not be increased, except for price changes resulting from changes in VAT rates. In deviation of the previous paragraph, ERIC KUSTER may apply variable pricing when offering Products or Services whose prices are subject to fluctuations in the financial market and over which ERIC KUSTER has no influence. This link to fluctuations and the fact that any prices stated are target prices will be stated in the Offer.

23. Pre-payment

After acceptance of the Offer by the Client, ERIC KUSTER requires from the Client a prepayment of 50% of the total Order Amount, including VAT if applicable, if applicable and insofar as no mandatory statutory provisions stipulate that an advance payment is not permitted.

24. Other/additional costs

After the acceptance of the Offer, ERIC KUSTER may charge hourly rates, call-out charges and any other relevant expenses, unless otherwise agreed. The application of Section 1793 Belgian Civil Code is excluded.

25. Price changes

If a price change occurs after acceptance of the Offer but before handover or delivery, this will not have any effect on the agreed Price as long as it happens within six (6) months of the acceptance of the Offer.

26. Price changes in relation to clearances, closing-down sales, showroom models, discounts, campaigns and special offers fall outside the scope of the accepted Offer.

Retention of title

27. ERIC KUSTER is and will remain the owner of the Products it delivers to the Client for as long as the Client has not paid the accepted Order Amount in full, (plus applicable costs and interest). Where this applies, the Client is obliged to deal with the delivered Products in a proper and decent manner. Notwithstanding this retention of title, the

risks are transferred to the Client at the time of delivery.

28. If the Client has not paid the (final) Order Amount prior to delivery, the Client may not sell, give as security or lend the delivered Products to third parties, or remove or arrange for the delivered Products to be removed from the space where they have been delivered to, until the total Order Amount and any additional interest and costs if so applicable have been paid in full to ERIC KUSTER .

Delivery/Delivery date

29. Unless agreed otherwise, the delivery date is not a firm date.
30. Delivery is made Ex Warehouse from the moment ERIC KUSTER gives written notice to the Client that Products are ready for collection by the Client, regardless of the means of transportation. Transport is at the expense and risk of the Client, who should take out insurance against possible loss. From that moment on, the risk of loss, theft or damage passes to the Client.
31. The Client undertakes to collect the Products no later than ten (10) working days of the written notification referred to above.
32. The Client who wrongfully refuses to accept or collect the offered Products will pay the resulting costs, such as storage costs and freight costs, regardless of any other fees, including the agreed price, interest and the flat-rate increase accruing to ERIC KUSTER.
33. Upon request, goods can be delivered from the Warehouse to the location designated on the Agreement (subject to the Ex Works provision as described in Definitions under 7. In the event ERIC KUSTER handles transportation, all delivery charges, shipment costs, insurance costs, customs clearance costs and VAT if applicable will be paid by the Client to ERIC KUSTER before shipment.

Handover and delivery to location

34. The obligations of the Client contained in this subtitle are without prejudice to the general rights and obligations of the Client.
35. If the parties agree in writing that ERIC KUSTER will perform Services and/or deliver the Products to a specific location, the Client will ensure that:

- the handover/delivery location can be properly locked;
- the handover/delivery location is accessible and, insofar as reasonably possible, everything has been done to ensure a smooth handover/delivery;
- subfloors are free from lime, cement, dirt and loose objects and left broom clean and in an orderly manner;
- electricity, light, heating, water and adequate ventilation are available in the space where the work is to be performed.

If the Client does not comply with the above conditions or obligations, ERIC KUSTER will be entitled to charge costs at its own discretion and as it sees fit.

36. The Client will inform ERIC KUSTER in due time of special circumstances that necessitate the use of a lift, hoist or crane. Any costs in this regard are payable by the Client.
37. If the Client provides incorrect or incomplete information, the costs of using special tools are payable by the Client. Damage/loss that arises from the use of special tools is at the risk and expense of the party that uses them, unless the damage/loss cannot be attributed to that party.
38. If ERIC KUSTER requires a licence of any kind whatsoever for the execution of the Agreement, the Client is obliged to arrange such licence. If the Client has work carried out by ERIC KUSTER without obtaining any required licence, the Client bears full and sole responsibility for this. In such a case, the Client (i) will be required to pay ERIC KUSTER for the Services provided, (ii) cannot hold ERIC KUSTER liable for the payment of any compensation and will irrevocably indemnify ERIC KUSTER against any penalties (fees, fines, charges) imposed on ERIC KUSTER in this respect.

Storage of Products that cannot be delivered

39. If the Products to be delivered to the Client, as agreed by parties in accordance with provision of these General Terms and Conditions, on the agreed date are not or cannot be delivered due to reasons attributable to ERIC KUSTER, ERIC KUSTER will propose a new delivery date for the Products to be delivered within a reasonable period of time.

40. If the Products to be delivered to the Client, as agreed by parties in accordance with provision of these General Terms & Conditions are not or cannot be accepted by the Client on the agreed date due to reasons attributable to the Client, the Client is charged with all costs to return the Products to the warehouse of ERIC KUSTER . ERIC KUSTER is entitled to charge the Client for any storage costs and further damage/loss and costs.
 41. If for a second time the Products to be delivered to the Client, as agreed by parties in accordance with provision of these General Terms & Conditions, are not or cannot be accepted by the Client on the agreed date due to reasons attributable to the Client, ERIC KUSTER will formally claim specific performance of the Agreement, and charge storage costs, transportation costs, personnel costs and any other further damage/loss and other costs if so incurred by ERIC KUSTER , notwithstanding its right to additional or replacement compensation.
 42. If the Client has paid the full Order Amount prior to delivery of the Products, but delivery is not possible or desired, ERIC KUSTER will keep the Products stored for a maximum of six (6) months at the Client's expense, unless agreed otherwise.
 43. The Client states that Client has not taken delivery of the Products by the end of six months, the Client hereby already waives any right in respect of the uncollected Products and approves that ERIC KUSTER may freely dispose of the Client's Products after six (6) months, including selling uncollected Products to another party, if necessary. Before ERIC KUSTER does this, it will give notice of its intention to do so to the Client in writing (or by e-mail). If 100% of the Order Amount has been paid, 40% of the Order Amount will be returned to the Client, except in case of customised products.
 44. The storage costs will amount to 1% of the Prices as quoted in the Offer (excluding VAT) for the stored Products, subject to a minimum of €250, unless ERIC KUSTER plausibly demonstrates that its costs are higher.
- transferred to the bank account as mentioned on the invoice. No credit card payments are accepted.
 46. In case of contracting work, the fee consists of an agreed percentage based fee and/or a fee based on an agreed hourly rate for work done by ERIC KUSTER or its (assigned) employees. In addition, ERIC KUSTER will charge the Client for travel expenses and other costs incurred by ERIC KUSTER in relation to the work contracted (excluding VAT).
 47. The remaining 50% of the total Order Amount will be paid by the Client in the week prior to the planned or actual delivery date but no later than two (2) business days before delivery. Each Agreement, also if it includes the contracting of work, will be concluded subject to this general condition.
 48. If ERIC KUSTER makes partial deliveries for the performance of Agreement, it is entitled, to request payment of the entire partial delivery before that delivery is made. The Client will receive an interim invoice for each partial delivery. Payment will be made no later than two (2) business days before the delivery.
 49. Unless agreed otherwise, invoices are payable within five (**15) business days of the respective invoice date. The Client will be in default automatically if the payment deadline expires. If an invoice is not paid, or is not paid in full, after five (**15) business days, ERIC KUSTER is entitled, in case of a prepayment, to suspend the agreed delivery date. If the invoice is an interim invoice, ERIC KUSTER is entitled to suspend the agreed earlier delivery date. The associated costs are payable by the Client.
 50. After the expiry of the above five (**15) business days, ERIC KUSTER will be entitled, without any further notice of default, to start legal proceedings against the Client for non-performance of the Client's obligations under the Agreement.
 51. Each unpaid (or not fully paid) invoice will from the due date, following notice of default, bear interest of 1% of the principal sum due per month (whereby part of the month is counted as one (1) month) until the date of full payment. In the event of non-payment or late payment, a flat-rate fee of 10% of the invoiced sum, with a minimum of EUR 90, will also be due, without any notice of default being required.
 52. Any non-payment of an invoice on the due date or any payment default will cause any

Payment

45. All Prices stated in the Offer are in euros and exclude any value-added tax (VAT), if applicable. All payment transactions will be

other invoices issued to the Client to fall due, and will automatically terminate any payment facility or discount for the future.

53. An invoice can, on pain of forfeiture, be contested in a reasoned manner by registered letter within 8 days of receipt of the invoice.

Additional costs, contract extras and/or omissions

54. Costs that arise because the Client has failed to perform, has made it impossible to perform or is preventing the further progress of the work, will be charged to the Client notwithstanding the total Order Amount.
55. Contract extras and/or contract variations will be charged at ERIC KUSTER's own discretion and as it sees fit. Contract extras generally include all work and supplies that are not specified in the Agreement and are requested by the Client.

Suspension and termination

56. If the Client fails to comply, or fails to properly comply, with any obligation under the accepted Offer or these General Terms and Conditions, ERIC KUSTER will be entitled to suspend all or part of the performance under the Agreement or to terminate all or part of the Agreement extrajudicially.
57. In the event of late payment of one or more invoices, apparent insolvency of the Client or any doubts regarding the Client's ability to fulfil his obligations, ERIC KUSTER will be entitled, without any notice of default being required, to either suspend any performance until the Client has fulfilled his obligations (regardless of whether or not they are already due) or the Client has provided sufficient guarantees to ensure that he will fulfil his obligations. Alternatively, ERIC KUSTER can by registered letter, extrajudicially dissolve the existing Agreement(s) with the Client, in which case ERIC KUSTER will be entitled to compensation equal to 25% of the agreed price, without prejudice to ERIC KUSTER's right to prove and claim higher damages or costs.
58. If it becomes apparent during the performance of the Services and/or work that full and proper performance of Agreement will be permanently impossible

as a result of circumstances that ERIC KUSTER did not know, nor should have known, at the time of entering into the Agreement, ERIC KUSTER may use the right granted to it by the Client to amend the Agreement so that its full and proper performance is possible. If ERIC KUSTER does not use this right, for reasons of its own, it will be free to cancel or terminate the accepted Offer extrajudicially and with immediate effect. The Client will in that case be obliged to reimburse the costs that ERIC KUSTER has already incurred in relation to the performance of the work.

Complaints and liability

59. ERIC KUSTER's warranty commitment extends only to the obligation to warrant that the delivered Products are in accordance with the Agreement, the specifications stated in the Offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations applicable on the date of the conclusion of the Agreement.
60. The Client will always immediately and thoroughly inspect every delivery of Products and/or Services by ERIC KUSTER. Any visible defect will be stated on the delivery note upon delivery and then reported by the Client, by registered letter, within eight (8) days of delivery, failing which the delivery will be deemed accepted. The acceptance, commissioning and/or (partial) payment of the delivered Products is irrevocably regarded as final approval and acceptance by the Client of the Products delivered by ERIC KUSTER. ERIC KUSTER will not be liable for visible defects once the delivery has been accepted. The liability of ERIC KUSTER for hidden defects will be limited to a period of twenty-four (24) months from the date of delivery and only if the defects cannot be considered as accepted. The defects will be considered accepted if the Client has not notified the defect to ERIC KUSTER by registered letter within eight (8) days of discovery, or after the moment at which the Client was supposed to determine the defect, if the Client has continued to use the delivered Products or has made payment after the defect has been identified. Hidden defects can only give rise to compensation if they have been detected with due speed, have been submitted by registered letter within

the aforementioned period and the Products have not been processed in the meantime. Any compensation will never exceed the price of the Products. ERIC KUSTER's guarantee for hidden defects will in any case be limited to the replacement of the defective Product, insofar as replacement is possible. If replacement is not possible, ERIC KUSTER's guarantee will be limited to refunding the price paid and taking back the defective product, insofar as this is possible. Complaints relating to the execution of the work delivered will be reported by the Client to ERIC KUSTER within ten (10) working days after completion of the work. If reporting within this period is not reasonably possible, the period of ten (10) days will apply from the moment at which the defect was or could have been detected. The complaint will be substantiated in a concrete and well-founded manner and, if necessary, supported by detailed photographs. If and insofar as the Client fails to observe the agreed time limit for complaints, the Client accepts the forfeiture of all rights relating to the repair or proper performance of the Agreement.

61. If the Client wishes to perform or prevent work, or arrange for the performance or prevention of work, against ERIC KUSTER's advice, every complaint relating to this will be excluded.
62. Likewise, complaints cannot be enforced if:
 - these are due to normal wear and tear;
 - these are due to the Products being exposed to abnormal circumstances or being carelessly or incompetently handled by the Client;
 - these are due to discolouration or hairline cracks arising from the direct effect of heat sources such as the sun, central heating pipes and fireplaces;
 - these are due to extreme changes in the air humidity rate or temperature, or an air humidity rate that is too high or too low in the relevant areas and surrounding areas;
 - one (1) year has passed since delivery.
63. If the Client's complaint is valid, with due observance of the above, ERIC KUSTER will, at its discretion and as it sees fit, and within a reasonable period of time, either a) deliver whatever is missing, b) repair the damage or c) replace what has been delivered.
64. ERIC KUSTER and the Client agree that ERIC KUSTER will not be liable for any

damage suffered and/or to be suffered by the Client as a result of shortcoming/default, wrongful act, undue payment and/or unjust enrichment, unless the damage is directly and solely the result of demonstrable, gross negligence or intent on the part of ERIC KUSTER. The Client explicitly waives the liability of ERIC KUSTER in such cases, as stated in the first sentence of this provision.

65. To the extent that ERIC KUSTER is obliged to pay any compensation to the Client on account of defects in the Services, Products and/or work delivered, this compensation will in all cases be limited to a maximum of 50% of the accepted net Offer Amount. ERIC KUSTER and the Client agree that ERIC KUSTER will in any event never be liable for an amount higher than the sum paid out under its liability insurance, if applicable.
66. ERIC KUSTER and the Client agree that ERIC KUSTER will not be liable for any damage resulting from the conduct of a third party engaged by the Client not involved in the Offer or these General Terms and Conditions. ERIC KUSTER will, insofar as reasonable, exercise the greatest possible care when engaging the third party. Any liability of ERIC KUSTER will in any event be limited to the direct and foreseeable damage to the delivery itself, with the exclusion of any damage relating to use or exploitation and any form of indirect and/or consequential damage such as, for example: loss of income, customers, profit, goodwill, etc.
67. The execution of the orders and/or work provided to ERIC KUSTER will be carried out exclusively for the benefit of the Client. Third parties cannot derive any rights from the content of the execution of the Services and/or work provided to the Client. If and insofar as the Client independently enters into a legal relationship with a third party, which in any way interacts with the accepted Offer or these General Terms and Conditions, such is entirely at the expense and risk of the Client. ERIC KUSTER will under no circumstances be a party thereto, unless expressly agreed otherwise in writing. The Client will expressly and clearly inform the third party, who is thus not involved in this Agreement and these General Terms and Conditions, of the position of ERIC KUSTER.

Intellectual property rights

68. The Client will not infringe the intellectual property rights of ERIC KUSTER, its shareholders or its affiliated companies, (including but not limited to trademarks, trade names, logos, images, text, design rights, patents and copyrights, Product descriptions or other words or symbols) and ERIC KUSTER, its shareholders or its affiliated companies, retain all proprietary interests in these rights. The Client undertakes to do nothing which may damage, detract from or otherwise harm the ownership of ERIC KUSTER, its shareholders or its affiliated companies, in and/or the value of such intellectual property rights.

Force majeure

69. Any case of force majeure or coincidence will automatically release ERIC KUSTER from any obligation, without the Client being entitled to claim compensation. If ERIC KUSTER is dependent, for the fulfilment of its obligations, for example, on deliveries by a third party, these provisions will also apply in the event of force majeure or coincidence on the part of that third party, if this would delay or prevent ERIC KUSTER from fulfilling its obligations.
70. The following situations, among others, are considered as force majeure: accidents, material breakage, exceptional weather conditions, fire, strikes, lock-out, theft, terrorism, war, epidemic and exceptional traffic nuisance.

Signature and evidence

71. The Client accepts electronic means of proof.
72. The Client is solely and exclusively responsible for the accuracy of all data that he transmits.
73. The final confirmation of the Order by the Client is regarded as acceptance of the Order at the quoted price. Confirmation by the Client is regarded as the signing and explicit acceptance of all transactions via the website or any other medium.

Other

74. Supplementary provisions or provisions that deviate from these General Terms and Conditions may not be to the detriment of the Client and will be recorded in writing or in such a way that they can be stored by the Client in an accessible manner on a durable data carrier.
75. The provisions of these General Terms and Conditions and all subsequent correspondence relating to the Agreement, Products and Services, including but not limited to pricing and any disputes that may arise between the parties, are confidential and the Client undertakes not to disclose this, unless required by law.
76. All Products delivered or Services provided by ERIC KUSTER are subject to VAT. The actual VAT treatment depends on the actual facts and circumstances regarding the delivery of the Product or the Service provided.
77. If any provision of the Agreement is found to be invalid or unlawful for any reason whatsoever, such invalidity or unlawfulness will not affect the validity of the Agreement and ERIC KUSTER will replace the contested provision by a valid and enforceable provision which approximates its intent and economic consequences as closely as possible. If the contested provision cannot be amended in such a way that it becomes valid and enforceable, the provision may be separated from the Agreement and the remaining provisions of the Agreement will remain valid and enforceable.
78. The Client may not assign his rights and obligations under the Agreement to a third party without the prior written consent of ERIC KUSTER. The Client, now for then, grants permission for the assignment by ERIC KUSTER of (part of) his obligations to a third party.
79. The Client is not permitted to set off amounts owed by ERIC KUSTER against amounts owed by the Client.
80. All Agreements between ERIC KUSTER and the Client will be governed by Belgian law, with exclusion of the Vienna Sales Convention. Any disputes arising from these General Terms and Conditions or the Agreement will be settled by the Court of Antwerp.

Antwerp, Belgium
May 2017

