

## GENERAL CONDITIONS OF CONTRACT

It is expressly agreed that this Sale Contract includes the entire agreement of Seller and Buyer and that there are no further items or provisions, either oral or otherwise. No modification shall be made to this Sale Contract except in writing and signed by both parties.

The mannequins are sold without clothes and their appearance can alter according to the seller's supplies.

- **Use :**

The buyer shall use the mannequin solely for training and/or demonstration purposes and shall not hire the goods to any other person or entity without the seller's prior written consent.

The children mannequins are solely sold to adults who are responsible for the use of the mannequins by minors

- **Delivery schedule :**

The seller shall commence to manufacture the goods within 2 and 4 weeks, following receipt of the payment according to reception of basic material.

The seller shall pay for all expenses of packaging ,preparation and shipment.

- **Exception of non-performance:**

Seller's obligations under this Sale Contract are accepted subject to strike, labour troubles (including strike and labour troubles affecting any suppliers of the seller), floods, fires, acts of God – force majeure.

- **Warranties and limitations to liability:**

Seller warrants that the Goods sold hereby are new and free from substantive defects in workmanship and materials. Seller's liability under the foregoing warranty is limited to replacement of defective parts or refund of the purchase price at Seller's sole option, but doesn't include the replacement of wear out parts.

Buyer assumes total responsibility for any use of the goods different from what is described under section «Use ». Seller disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to their use of the goods. Baldora can't be held responsible for lesions or injuries due to a wrong use of the mannequin.

- **Intellectual property on the goods and on its improvements:**

The intellectual property on the Goods, including patents, trade marks, designs and copyright shall remain the sole property of the Seller and this Sale Contract is not intended by any means to transfer on or license to the Buyer the intellectual property rights acquired on the Goods.

The Buyer is not permitted to reproduce the Goods and its trade marks in any form, without prior authorisation of Seller. Any acts contravening such provision shall constitute infringement of Seller's intellectual property rights, with consequent right of Seller to sue for its damages, including lost profits, and further recover its cost of suit including attorney fees.

The Buyer is not entitled to make any improvements on the Goods without prior authorisation of the Seller, who shall be granted back the licence to use such improvements at preferential conditions.

- **Applicable Laws and competent jurisdiction:**

This agreement shall be interpreted and enforced in accordance with the laws of Luxembourg. Any disputes arising from the present Sale Contract will be heard in the competent courts located in Luxembourg.

- **Taxes:**

If you live in a country that is not a part of the European Union, you will have to pay the import taxes of your country. Import taxes vary for each country and we recommend that you contact your customs official to find out the amount of import taxes you will have to pay when importing from Luxembourg. Unfortunately, we have no control over the import taxes.