

GENERAL CONDITIONS OF SALE

Article 1 – General

These General Conditions of Sale shall apply to all orders placed by the client with ViaVerbia sàrl (“the Company”) and to all business relations resulting from this, including all additional services.

These General Conditions of Sale shall expressly exclude any General Conditions, in particular General Conditions of Sale by the client unless accepted in writing by the Company. In this context, no exemption from these General Conditions of Sale shall be permitted without the Company’s express written approval. Unless proved to the contrary by any means of right, the client expressly admits having perfect knowledge of these General Conditions of Sale by having received a copy no later than the issue of the first offer by the Company.

Article 2 – Offers – conclusion of the order

2.1. The price quotation shall be free of charge.

Any offer from the Company shall be valid for 30 calendar days from the date of the offer. The offer shall be regarded as null and void if the client fails to accept in writing the offer at the price proposed.

2.2. Any order shall be regarded as firm and final following written acceptance of the quotation by the client or the Company’s effective carrying out of the delivery of the product/service to the client’s address.

2.3. The Company can regard as being its client any person transmitting an order to the Company unless this person has not expressly indicated acting on a mandate on behalf of and at the expense of a third party and provided that the name and the address of this third party were communicated at the same time to the Company.

2.4. Unless stipulated otherwise, all the prices given by the Company shall exclude value added tax. The sale price shall be the price stated in our quotation. This sale price shall be valid for the period of validity of the quotation issued by the Company; in the absence of firm and final acceptance of the price quotation by the client within this period, the Company shall be free to modify its sale price.

For any order exceeding €1,000 (one thousand euros) and unless expressly agreed otherwise, an instalment of 30% (thirty percent) shall be required as of confirmation of order by the client.

Article 3 – Modification/withdrawal of orders

3.1 Any modification made to the order by the client after acceptance of the price quotation issued by the Company shall be subject to a re-quote; consequently, the Company shall only be held to take account of these modifications after having expressly accepted them in writing, if necessary after having informed the client in writing of the additional times/costs/fees resulting from this request for modification. In the absence of agreement between the parties on the new conditions of the order, the Company shall only be bound to the initial order.

3.2 Cancellation by the client of a firm and final order whether or not in the course of being carried out by the Company shall be automatically subject to a forfeit fixed contractually at 25% (twenty-five per cent) of the global amount of the order with however a minimum of €100 ex VAT (one hundred euros net of value added tax). If necessary, the payment of the allowance shall be ensured by a deposit on the instalment as mentioned in article 2.4 above.

The sum of the fixed allowance and the amount to be invoiced for the already accomplished part of the order shall never exceed the entire amount of the order.

Article 4 – Carrying out of orders, responsibility and confidentiality

4.1 Unless agreed otherwise, the Company shall may, at its discretion sub-contract all or part of the carrying out of the order to a third party without the client’s written and prior agreement.

4.2 The Company can only be held responsible for the damage, which is directly and demonstrably attributable to it. Notwithstanding the aforementioned, except in cases of deceit or fraud, the responsibility of the Company shall be strictly limited to an amount corresponding to the total price of the order, this price consisting of value added tax with a maximum of €1,000 (one thousand euros) per event. In no case can the Company be held responsible for consequential damages incurred by the client or third parties, such as, economic loss, loss of benefit or shortfall, loss of clients and any other type of damage not expressly covered by these examples and not resulting directly from a shortcoming directly attributable to the Company.

4.3 The client shall be obliged to indemnify us against all claims from third parties resulting from the use of delivered work.

4.4 The company shall in no way be obliged to carry out an order the contents of which (text or image) provided by the client prove to be illegal/illicit or immoral, misleading or obscene according to the opinion and the rules observed by the Company, whatever the language of these contents and whether or not it is intended to be published on the Internet or otherwise.

4.5 Except for cases of fraud, intentional fault or deceit, the Company cannot be held responsible for deterioration or loss of documents, information or information media placed at its disposal in the context of carrying out the order. In addition, the

client recognizes expressly and irrevocably that the Company can in no way be held responsible for damage resulting from the use by the client of information technology and modern means of communication.

4.6 The client shall bear all risks as to whether an order involves certain risks of physical injury to the complete discharge of the Company.

4.7. Any circumstances occurring independently of the will of the Company resulting in delaying or rendering impossible the carrying out of and/or the finalization of the order shall principally release the parties from carrying out the obligations respectively contracted by each party; such situations shall include in particular, fire, accident, epidemic, strike, lockout, riot, war, threats or consequences of attack, embargo, shortage of raw materials, Government action or decision by the public authorities and any other circumstance not expressly covered by these but over which the Company cannot exert any influence.

The party affected by the event shall inform the other party as soon as possible by specifying the nature of the event delaying or rendering impossible the carrying out of its obligations.

The obligation to carry out the agreement shall be suspended until such event has ceased to exist on the express understanding that no party may claim any compensation from the other party. The parties shall commence as of now in taking all measures necessary in order to reduce the difficulties/damage occurring in such circumstances. If the force majeure lasts more than 60 (sixty) calendar days, the parties shall have the choice between renegotiating the later execution of the order or cancelling it without either party become liable for any allowance or compensation.

4.8. The Company shall process all the data placed at its disposal by the client in the strictest confidentiality. The Company shall oblige its agents to respect the same confidentiality. However, the Company shall decline any responsibility in the event of violation of this obligation of confidentiality by its agents if it took all reasonable measures to prevent it.

Article 5 – Deadlines, time and place of delivery

5.1. Unless expressly agreed in advance and in writing, the completion periods mentioned in the price quotation shall be given only as an indication and by no means imply an obligation of result on behalf of the Company.

The Company shall be obliged to inform the client as soon as it appears that it is clearly not possible to deliver at the initially agreed date and time.

5.2 If the deadline is exceeded by more than 5 (five) days, the client shall be entitled to unilaterally withdraw its order. This decision shall require written notification to the Company. In no case shall the client be entitled to claim any compensation. Any work already completed shall be invoiced and placed at the client's disposal.

5.3 The delivery shall be considered to have taken place at the time of sending the work ordered by surface mail, fax, modem, e-mail, etc. The Company cannot be held responsible for any problems relating to dispatch by surface mail.

5.4 For the creation of sites on the Internet, delivery shall be considered to have taken place on the day when the site became available via the media.

5.5 Delivery by surface mail, fax, modem or Internet shall be free of charge. Any expenses such as dispatch rider shall be the exclusive responsibility of the client.

5.6 Unless expressly agreed in advance and in writing, the Company shall not be obliged to preserve the work carried out after delivery.

Article 6 – Fees and payment

6.1 All amounts/prices communicated by the Company shall exclude value added tax.

6.2 The orders shall be considered as having been forwarded to the registered office of the Company and the respective invoices shall be payable at the same place, net of any expenses and without discount, unless otherwise specified and expressly mentioned on the purchase order and confirmed on the invoice.

6.3 The invoices shall be paid in full no later than 10 business days from the date of the invoice in the currency in which the invoice is made out unless expressly agreed otherwise in writing.

6.4 In the event of non-payment of the invoice by the due date, the invoice shall be increased as of right and without requiring prior notice of default by late payment interest calculated at 12% (twelve per cent) per annum until the day of effective payment; moreover, the client shall be liable for a fixed penalty of 15% (fifteen per cent) of the amount in the principal invoice, with a minimum of EUR 125.00 (one hundred and twenty-five euros) per invoice. The amount of EUR 13.00 (thirteen euros) may also be claimed from the client in the event of reminder by the Company for non-payment on the date the invoice is due for payment. Any payment effected by the client shall be charged as a priority on the expenses for any files and fixed allowances followed by late payment interest then on the amount and capital of the invoice.

6.5. In the event of non-payment of an overdue invoice, the Company shall be entitled without issuing any default notice to claim payment of other invoices not yet due so that the totality of the outstanding invoices in the name of the respective client shall become immediately payable and shall generate late payment interest and a fixed penalty. In similar cases, the Company shall also reserve the right to suspend the carrying out of any other order pending until complete payment of all principal amounts due, including interest and additional charges without itself being liable for any compensation towards the client.

6.6 In the event of a legal collection procedure, the client shall bear any charges based on article 8 and according to the law of 18 April 2004 on late payments.

Article 7 – Complaints and litigation

7.1 Complaints shall be admissible only by registered letter with acknowledgment of delivery addressed to the Company's head office within eight calendar days of sending the invoice, the postmark being taken as evidence of this. At the end of this period, the client shall be considered as having accepted the invoice thus rendering void any late complaints.

7.2 The formulation of a complaint shall not release the client from its obligation of payment.

7.3 If the complaint is founded, the Company shall correct or replace the work delivered within a reasonable delay without being liable to any compensation. If the Company cannot reasonably accommodate the wishes for correction, it shall grant a reduction on the price of the order, without further compensation to the client.

7.4 The client shall forfeit its right of complaint if, within the time in which it is allowed to claim, it has made modifications to work delivered or has had modifications made by a third party or if it has forwarded the aforementioned work to a third party.

Article 8 – Royalties

8.1 The client shall be obliged to indemnify the Company against all third party claims due to alleged violation of property rights, patents, copyrights or other intellectual property laws in connection with carrying out the order.

8.2 Unless expressly agreed otherwise, the Company shall reserve the right to file a complaint for violation of copyright for all the translations, creations, photographs and illustrations, etc. created by us. Moreover, all our work shall remain our exclusive property and may be neither copied nor reproduced, nor modified in any form or unspecified process without the Company's prior written agreement.

Article 9 – Applicable duty

9.1 Any contract concluded with the Company shall be governed by Luxembourg law as the only legislation applicable to the contractual relations between the Company and its clients, notwithstanding any element of foreign origin in this regard, even directly, with the aforementioned contractual relation.

9.2. The courts of the Grand-Duchy of Luxembourg shall have exclusive jurisdiction to take cognizance of disputes relating to interpretation and/or the application of these General Conditions of Sale. Only the French version of these General Conditions of Sale shall have legal force.