

**Preamble:**

The present sales conditions will be applied in its own rights to any product orders placed either by companies, workers' council, an administration, a local government body, a merchant or an association (hereafter the "Customer") with AllthingsUSB.

**Orders:**

All orders must be confirmed by writing either by mail or fax.

This order confirmation can either be:

- A purchase order on the customers headed paper, bearing the buyers' signature and the company's stamp and mentioning without modification the characteristics mentioned in the offer and specifically the reference of the article ordered, the desired quantity the price proposed by AllthingsUSB and eventually the reference of the quotation sent by AllthingsUSB.
- The quotation on AllthingsUSB's company paper signed by the buyer and bearing the company stamp sent without any modification.

Except in the specific cases specified in the General Sales Conditions any order placed by the customer and accepted by AllthingsUSB is considered firm and final and cannot be withdrawn.

The acceptance of the Customer's order by AllthingsUSB is subject to the acceptance by the Customer of the entire General Sales conditions. By placing an order with AllthingsUSB the customer declares thorough and unreserved acceptance of the present General Sales Conditions, and renounces overriding these present conditions by his own or any other dispositions which could modify the interpretation of this present document.

**Online Ordering:**

By derogation, the buyer's approval in the case of an online order is materialized by the transmission of the order to AllthingsUSB by the electronic means of his choice (e-buying software, e-market place...) or by electronic signature on the form provided by AllthingsUSB, concretely expressed by explicit validation of the order (by clicking the "order" button) after ticking the box "I have read and accept the general sales conditions". This double step amounts to the buyer recognizing the fact that he has been fully informed and unconditionally approves of all of the conditions indicated hereafter.

Under these conditions, Customers who log on to the AllthingsUSB website are invited to thoroughly read the general sales conditions accessible on line, before proceeding with placing a purchase order.

**Price:**

Unless stated differently sales prices for products are indicated in Euros before vat @ 21%. The shipping and preparation costs are added on to the price of the products.

**Changes:**

Prices of products proposed by AllthingsUSB and the present general sales conditions are subject to change without previous notice in case of legal, economic or industrial changes at the time of delivery, in particular in case of change of legislation, monetary fluctuation, variation of the commodities price rate, labour cost or shipping costs.

Tariff applicable is the current one on the date the order was recorded by AllthingsUSB.

AllthingsUSB strives to supply products of constant quality and consequently reserves the right to cancel an article or suspend its delivery if the quality department evaluates that the guarantees provided by the manufacturer or importer are unsatisfactory. These changes, suspensions or cancellations are carried out in order to serve the customers in a better way; they cannot give rise to any compensation in any form whatever.

**Payment Conditions:**

Products are payable by cash on order by check or transfer except if AllthingsUSB has given other instructions. All sums paid by the buyer before delivery constitutes a deposit on the definitive cost price due by the buyer.

AllthingsUSB reserves the right to suspend all orders or deliveries, whatever the nature or degree of execution in case of non-payment of all sums due at the settlement date or in case of late payment of overdue bills.

A 1.5% monthly fine will be added to all sums not paid by the settlement date. The amount then due will become immediately and fully payable, 10 days after the sending of a formal notice which has been of no avail, without the necessity for judiciary procedures. If payment isn't made by the settlement date the supplies will be blocked. If full payment is not made within 15 days of suspension of supplies, legal procedures will be launched.

**Ownership & Usage Rights:**

AllthingsUSB expressly reserves the right to be the owner of the goods up to complete payment of all costs involved.

In spite of the present ownership restriction, as soon as delivery has occurred, the customer will be liable for any charges incurred by loss or destruction or damage to goods or caused by the latter. He also is held responsible in case of complete or partial loss, theft or destruction by whatever cause.

The customer must immediately inform the seller in case of seizure of the goods and accessories by a third party.

**Delivery:**

Delivery lead times are only given as an indication without commitment; they start after the quotes validation and possible mock-ups.

The lead times indicated by AllthingsUSB imply that the customer has previously supplied all the necessary elements essential for the products' branding on placing the order. These elements must be exploitable without any changes.

On the contrary AllthingsUSB reserves the right to consequently modify lead times.

Delays in delivery cannot justify cancellation of the order, refusal of goods or payment of damages

Goods are delivered to the address indicated at the time of making the order according to the delivery procedure chosen by the customer or if not by AllthingsUSB.

In case of standard or express delivery the choice of transporter is made exclusively by AllthingsUSB.

In case of damage, loss or delay of goods, it's the customers' duty to contact the transporter and make the necessary claims. The sales contract will be void if AllthingsUSB is totally or partially incapable of ensuring delivery under the conditions provided for, in case of major disaster insufficient stock, delay in the delivery of commodities or defective deliveries by one of the suppliers. Under these circumstances the buyer cannot hold AllthingsUSB responsible for delivery of the goods at the expected date or for any indemnity whatever.

**Quantity margin of tolerance:**

Due to the margins of variations inherent to the supply process, manufacture and branding used by AllthingsUSB and its subcontractors the quantity delivered can vary by  $\pm 5\%$ . The customer agrees to accept complete delivery if the quantity delivered remains within the  $\pm 5\%$  limit.

In any case AllthingsUSB will bill the customer for the quantity effectively delivered.

**Complaints:**

On reception, the buyer must immediately check the condition of goods and whether they match with the order. If the goods delivered do not conform either in nature or quality (wrong colour, embroidery not sewn in the correct place) the buyer must immediately make a claim by registered letter within seven days after delivery in order to reserve his rights, the date on the transport slip will be proof, by giving precise and complete information justifying the complaint.

**Return Policy:**

If the delivered goods are not conforming the customer must contact AllthingsUSB in order to obtain instructions concerning destruction or return of the defective goods. No returns will be accepted unless previously authorized by AllthingsUSB, which materializes this authorization.

In case of non conformity of the products delivered AllthingsUSB agrees to do all that is possible to correct this non conformity or if not, a credit voucher is given. The customer cannot demand any compensation or indemnity.

In case of return the goods must be sent in perfect condition or at least in the same state as when the customer received them and in the original packaging. Otherwise AllthingsUSB reserves the right to refuse reimbursement or to pay for costs involved in refurbishing.

**Order Cancellation:**

As previously indicated, orders passed by customers are firm and definitive.

Consequently, all cancellations must be previously submitted to AllthingsUSB for authorization and must mandatorily be sent by registered letter.

All costs engaged by AllthingsUSB or its subcontractors on reception of the cancellation request will be billed, with deduction of deposits; which cannot be reimbursed.

Whatever the confirmed lead date, an order which has already started being produced cannot be cancelled.

**Copyright:**

As soon as you submit a design (logo, photo, drawing.....) to AllthingsUSB or when you ask AllthingsUSB to use or change such a design, you swear on your honour that you are the sole and legal owner or proprietor of a license for each right (including authors' rights), brand, registered trademark, logo, declaration, portrait, graph, drawing, photo, picture or illustration of any person or any intellectual property included in the design.

You also declare that no part of the design:

- Violates or encroaches on common law or the statutory rights of any person or entity, including but not limited to rights related to intellectual property, brands, contracts, moral rights or public acts rights,
- Is the object of notification of whatever infraction that you may have received
- Is the object of any restriction or whatever right of any nature susceptible of preventing AllthingsUSB from legally reproducing the proposed pictures or texts.

You accept to defend at your cost any complaints, court cases or trials against AllthingsUSB related to or based on any complaints according to which all or a part of the design infringes upon a code of law, a brand or other tertiary law as long as AllthingsUSB informs you in writing of the said complaint, cooperates and assists you in your defence. You must pay all damages and cost incurred by AllthingsUSB in this case or procedure.

You accept to compensate and proclaim AllthingsUSB innocent in case of loss or damage including but not limited to lawyers fees associated with such complaints, trials or procedures.

All goods appearing on the AllthingsUSB site and on which there are commercial logos or trademarks are only given as examples.

Buying articles from AllthingsUSB by any means or in any form whatever does not authorize you to reproduce the logos. Also it does not allow you to borrow or become the owner of any logo or brand whatever.

AllthingsUSB asks you to respect not only our own intellectual copyrights but to also respect the intellectual copyrights of others.

AllthingsUSB reserves the rights to refuse orders from clients who have broken or violated the intellectual copyright of another, or who in spite of AllthingsUSB's requests were incapable of providing proof that elements destined to brand objects legally belong to them.