



## GENERAL TERMS AND CONDITIONS OF SALE

1. **Bloch:** Patisserie Alsacienne Bloch NV, with registered office at 9070 Destelbergen, Houtstraat 46 and with company number BE 0428.836.307.  
**The Customer/Buyer:** any natural or legal person who places an order or enters into an agreement with Bloch. **The Consumer:** any Customer/Buyer and natural person acting exclusively for private purposes.
2. Current general terms and conditions of sale and delivery apply to all agreements concluded by and all legal relationships with Bloch. By placing an order or by entering into an agreement, the Customer/Buyer acknowledges to have taken note of and to accept these terms and conditions. If there are written agreements that stipulate otherwise, only these differing provisions may give grounds for deviation from current general terms and conditions. The items not contained in the written agreements are governed by current general terms and conditions.
3. Our quotations or offers are not binding for Bloch, unless stated otherwise.
4. Unless explicitly agreed otherwise, the specified delivery terms are for indicative purposes only. Exceeding the delivery deadlines can therefore not give rise to any compensation of any kind.
5. Unless explicitly agreed otherwise, the delivery of the goods shall be ex works (EXW). The goods are transported at the risk of the Buyer. All transport costs shall be borne by the Buyer. If the goods have not been picked up in time by the Buyer, a fee of 15 euros per day (storage cost) can be charged, without Bloch accepting any responsibility for the storage.
6. Bloch's liability is limited to these defects existing at the time of delivery of the goods. Upon delivery, all goods must be checked immediately by the Customer, since they are perishable. All complaints must be made in writing within 24 hours after receipt of the goods (by fax: +32 9 229 05 30 or by email: orders@bloch1899.be), otherwise they cannot be pursued. Reporting a complaint does not entitle the Customer to postpone or suspend payment of the price, not even partially. Bloch reserves the right to replace the legitimately denied merchandise without any further compensation. In any case, Bloch's liability is limited to maximum the cost of the goods delivered. No other (consequential) damage is eligible for compensation. Without the written permission of Bloch, the purchased goods cannot be returned. Permission for returning never constitutes recognition of defects.
7. In a direct sale to the Consumer, the indicated prices are inclusive of all taxes. In all other cases, the indicated prices are exclusive of taxes. The value added tax and all other taxes – present or future – in force shall always be borne by the Buyer.
8. All payments must be made at Bloch's registered office. All payments shall be made in cash, net and without any deductions, unless agreed otherwise. An invoice or agreement may provide for longer payment terms.
9. Any delay in the payment shall, automatically and without any notice of default, oblige the Buyer to pay an interest of 1% per month as from the expiry date until the day of the actual payment whereby each started month shall be regarded as a full month. If an expired invoice remains unpaid without a legitimate reason on the part of the Buyer, the Buyer shall also automatically and without any further notice of default be due a flat-rate compensation of 15% on the outstanding balance with a minimum of 100 euros. In this compensation, the legal costs and late-payment interests are not included. In case of late payment, Bloch is entitled to suspend all of its commitments with regard to the Customer.
10. The goods remain Bloch's full and exclusive property until they are paid for in full.
11. Issuing a trade effect or any other payment arrangement cannot give rise to a change of present terms and conditions of sale nor include a novation.
12. Only the Belgian law applies to all our sales, include those abroad, and regardless of the purchase conditions of the foreign Customer. In case of a dispute, the Courts of the district of Ghent have exclusive jurisdiction.