

Delivery terms



TABLE OF CONTENTS

1	INTE	INTRODUCTION					
2	PRIC	E LABELS	4				
	2.1	Bever price labels	.4				
	2.1.1	L Abnormalities	.4				
	2.1.2	2 Applying price labels	.4				
	2.2	Supplier's barcodes	.5				
3	DELI	VERIES					
	3.1	Reporting	.6				
	3.1.1						
	3.1.2	Verification	.6				
	3.1.3	B Refusal	.6				
	3.1.4	Delivery not in accordance with the appointment date	.6				
	3.2	Delivery note	.7				
	3.3	Presentation of delivery note at time of delivery	.7				
	3.4	Packaging	.7				
	3.5	Checking the delivery	.8				
	3.5.1	Theoretical verification	.8				
	3.5.2	Quality control	.8				
	3.6	Notification of deviations found	.8				
	3.6.1	Shortages	.8				
	3.6.2	2 Surpluses	.9				
4	RETU	JRN DELIVERIES	0				
	4.1	General Collection procedure	10				
	4.2	Surpluses	0				
	4.3	Continued sale guarantee	0				
	4.4	Guarantee and repair cases	0				
	4.4.1	Guarantee period	0				
	4.4.2	Case handling	1				
	4.4.3	Replacement and repairs of damaged goods	1				
5	INV	OICE	2				
6							
7		ADDENDUM					
•							
	7.1 7.2	Shoebox					
	7.3	Packing list	.4				



Delivery terms – 2011



1 INTRODUCTION

These documents will provide all the information you need regarding the general delivery terms.

By accepting a purchase order you accept the scope of these delivery terms. Your own delivery terms are explicitly rejected by Bever.

If you have any questions, please contact our buying department.



2 PRICE LABELS

During the negotiations with our purchasers you agreed to work according to one of the following methods:

- Bever price labels
- Supplier's barcodes

2.1 Bever price labels

The Bever price labels are sent by Bever, after the order input and order verification, together with the order confirmation. The price labels are supplied in A4-format.

The supplier is responsible for:

- Supplying the correct address details and contacts to our order administration;
- Adjusting the address details;
- Contacting our order administration department if the labels were not received.

Please confirm the receipt of our labels on: goederenbeheer@bever.nl.

2.1.1 Abnormalities

2.1.1.1 Printing price labels

If no labels are applied or the labels are incorrect, we will reprint and apply the labels. A processing cost of €0.20 per label will be charged and an administrative cost of €75 if this happens repeatedly.

2.1.1.2 Reprinting price labels

When supplied labels contain incorrect contact details, we will be required to reprint the labels. A processing cost of €0.10 per label will be charged. We will then resend the labels.

2.1.2 Applying price labels

- Apply the price label on top of the supplier's barcode.
- If goods are individually packaged: apply the label to the item and not to the packaging.
- The label has to be visible in the packaging.
- The label must be applied uniformly for the entire delivery.
- Textile instructions:
- The price label may never be applied directly onto textile.
- If a hanging label is available, the price label should be stuck on the back of the hanging label.

If there is no hanging label, stick the Bever price label on an empty hanging label;



• On shoeboxes the price label is applied to the front (on top of the supplier's barcode Verification of correct price labelling

Use the Bever order confirmation to check whether the right label is stuck to the right item. It contains the link between your product code and our product code.

It is not allowed to write on or change the price label under any circumstances.

The number of supplied price labels is identical to the number of items ordered. If there are not enough price labels (due to damage or loss) additional labels can be requested from the order administration department. Do not make copies of the labels under any circumstances.

Only if written authorisation is obtained from our buying department, part of the delivery can be delivered without price labels. These products have to be packaged in a separate box with the clear statement that the products are "not labelled". A cost will be charged for these products (2.1.1.1).

2.2 Supplier's barcodes

If it is agreed that the suppliers barcodes which are sent electronically will be used, the following procedure shall apply:

- Send the barcodes together with your order confirmation1 to the relevant purchaser;
- Create one Excel file of all ordered items and barcodes;

In this Excel file the following data have to be presented in the separate columns:

- EAN code
- Item number
- Item description
- Item colour
- Size
- Purchase price
- Sales price
- The supplied file contains all items of the BENELUX group ordered at that time.

Order confirmations have to be sent on accordance with the terms of the general terms and conditions of purchase.



3 DELIVERIES

Goods cannot be received at the logistic centre without previously reporting with a detailed delivery note.

3.1 Reporting

3.1.1 Prior appointment

For the delivery of goods in the central Warehouse, the supplier always needs to make an appointment. When the delivery refers to a pre-order, the appointment shall be made at least 5 working days before the delivery. For additional orders, reporting is still required. In view of the urgency of additional orders, deviations from the

5 working day rule shall be allowed.

The appointment must be sent by e-mail to mag-inslag@bever.nl, with the packing list attached. Also

announce your name and telephone number.

With this announcement we need to know how many boxes/pallets you will send to us.

Direct deliveries to the store should always be reported at least one working day for delivery to our buying

department.

3.1.2 Verification

The order administration will perform the following verification based on the presentation:

• Do the items (product colour size) and quantities on the delivery note correspond to the items and

quantities on the order confirmation issued by BEVER NV;

• Does the delivery take place within the required delivery term.

Large deviations of product colour size can never be delivered without written authorization of our allocator or

purchaser.

If these items are already on transport, they will be returned at the expense of the supplier upon a detailed

verification.

3.1.3 Refusal

Goods delivered without previous presentation will be refused. Exceptionally, the goods can be accepted if the

daily logistic processing capacity allows it. An operational cost of ${\it \&}$ 125 will be charged in this case.

3.1.4 Delivery not in accordance with the appointment date

Presentations can be cancelled or changed up to 1 working day before the scheduled delivery date. If this is not

done, we will be required to charge an administrative cost of € 75.

Delivery terms Uitgiftedatum: maart 2011 Page 6 van 14



3.2 Delivery note

Deliveries without delivery note will not be accepted.

Required data on the delivery note:

- Our Order number;
- Supplier as specified on the order confirmation;
- Supplier's reference;
- Supplier's colour reference;
- Total quantity per style/colour/size.
- The total quantity of the whole delivery

3.3 Presentation of delivery note at time of delivery

The delivery notes always have to be presented to the person in charge of goods receipts when the transport arrives at our warehouse:

- Either the delivery note is clearly attached to the outside of a package (see appendix 2);
- Or the driver presents the delivery note personally.

If the delivery notes cannot be found immediately upon arrival, we reserve the right to refuse the delivery. The person in charge of receiving the goods must always sign for receipt as the only valid proof of delivery. The ownership of the goods is transferred to Bever NV at the time of reception.

3.4 Packaging

The packaging of the goods must meet the following criteria:

- Goods have to be palletized per delivery note. The delivered volume may be maximum 1.80 meters high and only EURO pallets (80*120) are acceptable;
- The pallet has to be wrapped in foil (sealing). It may under no circumstances present a risk for our warehouse operators;
- The total weight of the box may be maximum 25 kg. The boxes have to be strong enough to make it possible to move and stack them. Collapsed or damaged boxes may be refused.
- If a delivery consists of more than 10 boxes the delivery note should clearly state which content is contained in which box (numbers).



- Same SKUs Stock Keeping Unit (product colour size) should be preferable grouped in 1 box. In case of
 large quantities (several pallets), the pallets should be loaded per SKU (product colour size);
- Goods only have to be delivered on a clothes hanger if agreed in writing with the purchaser;
- When several goods are packaged together (packs), every item needs to be provided with a label applied according to the price label instructions above;
- Deliveries have to take place per supplier per brand as specified on the Bever order confirmation.

3.5 Checking the delivery

Your delivery will be checked in detail within 10 working days after receipt.

3.5.1 Theoretical verification

Do the SKUs and quantities on the delivery note correspond to the items (and quantities) on the order confirmation?

3.5.2 Quality control

- Does the packaging meet the requirements (in accordance with 2.4);
- Is every SKU packaged correctly;
- Do the product on the order confirmation and delivery note match physically

3.6 Notification of deviations found

As soon as a deviation is found in the theoretical and/or quality control, our order administration department will notify you in order for the deviation to be processed correctly.

3.6.1 Shortages

3.6.1.1 Operational processing

As soon as a shortage is detected our order administration will send a "SHORTAGE CONFIRMATION" message. The following documents will be enclosed in appendix:

- Overview of product deficits;
- Mention of the delivery note;
- Request for later delivery of the shortages. Only if a later delivery is requested, the normal delivery procedure should be followed;

Without message to the contrary from the supplier within 5 working days after the shortage confirmation is sent the detected shortages will be considered to have been approved.



3.6.1.2 Financial processing

The amount of the credit note will be deducted from the next payment. If there are no outstanding payments, the debit note will have to be paid within 10 days. State the related delivery note number when making the transfer.

3.6.2 Surpluses

If a surplus is detected our order administration department will contact the supplier.

3.6.2.1 Operational processing

If the surpluses are not accepted, the goods will be returned. For further handling we refer to read part 3. *Returns*. If the surpluses are accepted, they will be included in the total stock of Bever.

3.6.2.2 Financial processing

If we accept the surpluses; our order administration department will submit a request for an additional invoice.

BEVER

4 RETURN DELIVERIES

In the following cases the goods will be returned to the supplier.

- 1. Surpluses
- 2. Continued sale guarantees
- 3. Guarantee and repair cases
- 4. Large-scale defects or production errors.

All exceptions have to be approved by the purchaser and the supplier in writing.

4.1 General Collection procedure

When the goods are returned by Bever, the supplier shall pick up the goods within 5 working days. The goods will be accompanied by a return order and a request for credit note. The request will always state the cost prices as supplied in the last delivered order, unless otherwise agreed in writing between buyer and supplier.

When the items are not collected within 5 working days after notification, the items will be sent back by Bever at the expense of the supplier.

4.2 Surpluses

If surpluses are detected during the physical verification compared to the theoretical receipt, the surpluses shall be returned, either or not upon consultation with our sales department.

The surpluses shall in no case be returned if a deviation from the standard procedure was agreed on in writing with the purchaser.

4.3 Continued sale guarantee

Per season a continued sale guarantee is concluded in writing between the purchaser and supplier. Based on these agreements certain items, which have not reached the intended continued sale, will be returned to the supplier.

4.4 Guarantee and repair cases

4.4.1 Guarantee period

Bever and its customers are legally entitled to at least 2 years guarantee. When the supplier/brand/range is stopped the supplier should give a further guarantee of 2 years.



The commercial guarantee may not be shorter than the legal term. When the commercial guarantee period is longer than the legal guarantee period, the legal guarantee period will be extended to match the commercial guarantee period.

4.4.2 Case handling

Within 5 working days after receiving a guarantee file (item and administrative information), the supplier must suggest a solution to the After Sale Department (ASD) with a clear reference to the file.

Upon approval of the supplier's proposal our ASD must return the repair or the replacement to our ASD within 10 working days. Please apply the stickers we provided on the packaging of the goods. The goods have to be delivered to Bever inbound gate.

When agreed between the supplier and our ASD department that the customer needs to pay for the repairs, please submit the credit note within 10 working days. The credit note should clearly state the file reference.

4.4.3 Replacement and repairs of damaged goods

Except if agreed in writing with the purchaser, Bever does not accept replacements or repairs of Agreements have to be made in writing in accordance with the general terms and conditions of purchase damaged goods.

Replacements or repairs, agreed in writing, must be stated on a separate delivery note with a clear reference to the return order number and must be packaged in a separate box. The package needs to display the ASD sticker provided by Bever. Therefore, they may never be added to a normal delivery.

The delivery of these goods always has to be notified to the ASD staff. The delivery needs to be delivered to the inbound gate.



5 INVOICE

Send your invoice to:

Bever B.V. Postbus 113

2640 AC Pijnacker

Bever B.V. Ambachtsweg 3

2641 KS Pijnacker

BTW NL 008835421B01

Chamber of commerce number: 27186079

Bank account: IBAN NL71 FVLB 0699 2445 79

BIC FVLBNL22

Specifically state on your invoice:

- Our order number;
- Your delivery note number(s);
- Payment conditions payment terms and commercial discount in accordance with the order confirmation, name and place of your bank and your account number.

For each delivery we expect an invoice of all orders with the same payment conditions. This may be several invoices per delivery.

Failure to comply with these terms and conditions entitles us to return your invoice and will make it impossible for use to guarantee the on-time payment of the invoice.



6 CONTACT

Administration

Department	Phone number	E-mail adress	Fax
Reception	+3179 347 1111	centrale@bever.nl	+3179 347 1118
Order administration/Goods receipts	+3179 347 1199	mag-inslag@bever.nl	
Pre Sales Department	+3179 347 1111	inkoop@bever.nl	+3179 347 1198
After Sales Department	+3179 347 1112	aftersales@bever.nl	

Opening hours warehouse:

Mon t/m thu 8:30 - 12:30 (10:15/10:30 closed)

13:00 - 16:00

Fri 8:30 - 12:30 (10:15/10:30 closed)

Opening hours office:

Mon t/m thu 8:30 - 12:00

13:00 - 17:00

Fri 8:30 - 12:00

13:00 - 15:30



7 ADDENDUM

7.1 Shoebox

The price label must always be stuck on top of the suppliers barcode. The size indications of the supplier must remain clearly visible at all times





7.2 Price tag label clothing

The price label must always be stuck on top of the suppliers barcode at the back of the label, in order for the logo or brand to remain visible at all times





7.3 Packing list

The packing list is attached clearly recognizable on the outside of the package.

