

# Delivery terms and conditions

## Bever B.V.

### Introduction

Bever strives for efficiency in the logistics process in order to get the products to the right place at the right time. With good scheduling of deliveries, optimal processing of the goods and regular delivery to the shops, we hope to meet the customer's expectations. Internally, we are constantly trying to make improvements. In order to achieve this goal, we need your cooperation as a supplier.

This document gives you all the information regarding the general terms and conditions of delivery. By accepting a purchase order, you, as a supplier, accept the applicability of these terms of delivery. Your terms of delivery are rejected by Bever B.V.

If these conditions are unclear or cause problems, please contact the merchandise department. You can only contact us by email: [merchandise@bever.nl](mailto:merchandise@bever.nl).

### Delivery Specifications

**The goods can only be delivered by appointment.**

The delivery must be notified by e-mail to [mag-inslag@bever.nl](mailto:mag-inslag@bever.nl), at least five working days in advance, with the delivery note of the delivery and a statement of the number of pallets and/or boxes.

If the delivery relates to a re-order with direct delivery, then the minimum registration time can be deviated from, but this must be reported by e-mail to [mag-inslag@bever.nl](mailto:mag-inslag@bever.nl).

Cancel and Repeat orders can only be delivered on the instructions of the merchandise department of Bever. Delivery of a Cancel and Repeat order will also not be accepted without the agreement of the merchandiser/allocator.

If it is not possible to make an appointment for delivery by e-mail, this can in exceptional cases, be done by telephone from Monday to Friday between 08:30 – 12:30 / 13:00 – 16:00 hours on +31 (0)79 347 11 11.

#### **Exception for registering a delivery:**

Special orders (Read: Extended Range, exchanges, complaints and repairs) **never** register but always send directly.

## Order Types

Bever B.V. uses the following order types:

- Pre-order (season pre-order);
- Re-order (extra order during the season);
- Cancel-order (an order that Bever B.V. calls upon during the season);
- Repeat-order (an order from which Bever B.V. calls upon articles during the season);
- SMU-order (order with offers);
- Shop-in Shop-order (order for shop-in-shop units);
- Special-order (Extended Range and B2B-orders).

## Warehouse opening hours

Monday to Friday      08:30 – 12:30 and 13:00 – 16:00

Saturday and Sunday    closed

## Delivery address

**Bever**

**Ambachtsweg 3**

**2641 KS Pijnacker**

**Nederland**

The goods can only be delivered by appointment.

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## 1. Price Tags

During the order discussion with the buyer, it was agreed with you that one of the following methods would be used to price the items:

1. Price labels applied by the supplier. Two options are possible, see “1.2 Bever Adhesive Price Labels”;
2. Price labels applied by Bever. Agreements are made with the buyer regarding the costs of applying the price labels. The delivery will be made according to the set conditions, internally the articles will be provided with a price labels.

### 1.2 Bever Adhesive Price Label

When the adhesive price labels are applied by the supplier/agent before the articles are delivered, two options are possible, both of which must first be validated for legibility by Bever:

1. Bever sends the adhesive price label on A4 sheets to the agent/supplier. The articles of the adhesive price labels are provided according to the set conditions;
2. Bever sends the adhesive price labels digitally in an Excel file that the supplier can print and apply himself.

The supplier is responsible for:

- Passing on the correct prices, address details and contact person to the purchasers;
- Notify us of any changes in prices, address details and contact person;
- Contacting the order administration department if the labels are not received on time. This can only be done by e-mail: [goederenbeheer@bever.nl](mailto:goederenbeheer@bever.nl).

## 1.3 Deviations

### 1.3.1 Correcting faulty adhesive price labels after delivery

If goods are delivered incorrectly labelled or with unstuck adhesive price labels, the labels will be reprinted and applied. For this end we charge a processing fee of €0,35 per label, plus €100,- administration costs. These costs are charged to compensate for unforeseen costs in the logistics process.

### 1.3.2 Re-printing price labels for delivery

In case of a shortage of adhesive price labels due to loss or damage, these can be sent again by Bever, however, the additional costs will be charged. Per label €0,35 will be charged plus an administrative **post** of €100,- and the corresponding shipping costs.

## 1.4 Applying Adhesive Price Labels

Applying price labels should be done as follows, see appendix for the examples.

- Place the adhesive price labels on top of the supplier's barcode, this does not apply to items for which the EAN barcode can be scanned and only the sales price label will be placed on the product;
- If goods are packaged (for protection during transport), the price label must be affixed to the article itself or to the associated label and not on the packaging;
- The price label must be visible in the package;
- The price label must be applied in a uniform manner for the entire delivery and subsequent deliveries;
- If there is no tag, the price label must be attached to a blank tag;
- Please note: in the case of textiles, the price label must never be applied directly on to the textile;
- The price label must not be affixed on to the instructions for use or on the safety warning.

### 1.4.1 Verification of correct pricing

With the price labels, you will receive the Bever order again. Use this order to check if you can give the items the correct price label. Here you will find the link between your product and colour codes and those of Bever.

Under no circumstances may the price label be written upon or changed. The number of labels supplied is equal to the number of items ordered. If there is a shortage of price labels due to an increase in the number of items ordered earlier, additional labels can be requested. If there is a shortage of labels due to loss or damage, these can be sent again, but the additional costs will be charged here. Never make copies of the labels.

Only with the written consent of the merchandiser or purchaser can (part of) the delivery remain unpriced. These products must be individually packaged and clearly marked 'not labelled'. Arrangements are made with the purchaser or merchandiser regarding the costs of affixing the price labels.

## 2. Delivery

### 2.1 Delivery conditions

Delivery takes place at all time based of DDP (Delivered Duty Paid) Pijnacker.

### 2.2 Registering

Registering a delivery is **only** possible through [mag-inslag@bever.nl](mailto:mag-inslag@bever.nl)

**Important:** Without prior notification, a delivery will **not** be accepted by our warehouse.

#### 2.2.1 Advance appointment

The goods can only be delivered by appointment.

The delivery must be notified by no later than Thursday before 12:00 a.m. in the week prior to the delivery by e-mail to [mag-inslag@bever.nl](mailto:mag-inslag@bever.nl) with the delivery note and a statement of the number of pallets and/or boxes and the total number of goods in the delivery.

NB: When you register, you can indicate your preference for the first possible delivery option. We will try to honour this as much as possible. However, Bever determines the final delivery date based on the capacity planning of our warehouse.

#### The minimum requirements for a delivery note are as follows:

For each order number, a separate delivery note must be supplied. The mandatory details that have to be mentioned on the delivery note are:

1. Order number of Bever;
2. Supplier name;
3. Supplier order reference;
4. Delivery note number;
5. Article and colour codes of the supplier;
6. Total number of pieces per item-colour-size (not an indication of what is in which box);
7. The total number per item and of the entire delivery.

A maximum of 12 pallets per delivery note. If the delivery consists of more than 12 pallets, you will need to make a separate delivery note for every 12 pallets or part of them.

Cancel and Repeat orders can only be delivered on the instructions of the Allocation department of Bever. Delivery of a Cancel and Repeat order will also not be accepted without the agreement of the merchandiser/allocator. Note: if a call is made on the aforementioned order types, which cannot be delivered in its entirety, Bever will not accept an additional delivery (backorder) on the initiative of the supplier. The items will be called on again by the Allocator for a new delivery date or will be cancelled in consultation.

#### 2.2.2 Accessibility

- Email: [mag-inslag@bever.nl](mailto:mag-inslag@bever.nl);
- Phone: if it is not possible to make an appointment for a delivery by e-mail, this can be done in exceptional cases on working days by phone on +31 (0)79 347 11 11.

### 2.2.2 Administrative control

On the basis of the registration, the order administration carries out the following check:

- The correct Bever order number is stated on the delivery note;
- Do the items, colours, sizes, and quantities correspond to the order of Bever B.V.;
- The delivery takes place within the desired delivery time frame.

Deviations will not be accepted without the written consent of the Purchase/Merchandise Department. If they have already been delivered and have not been approved, they will be returned at the expense of the supplier.

NB: It is **not** possible to supply incomplete size series.

### 2.2.3 Refusal

Goods delivered without prior notification will be refused immediately. With very few exceptions, the goods can still be accepted with the consent of the merchandiser/purchaser, provided that the logistical capacity permits this. The operational costs of € 200,- (two hundred euros) will be charged for this unforeseen delivery and capacity load.

### 2.2.4 Delivery non-conforming delivery date

The delivery date stated on the order is leading. Any deviations from this must be agreed (forehanded) with the relevant purchaser, who may or may not approve the proposed change.

If the order has not been delivered within two weeks after the desired delivery date and there has been no proactive contact from the supplier, Bever reserves the right to cancel the order in question. If it is subsequently agreed that the order can be delivered, it will not be accepted without compensation for the missed sales.

### 2.2.5 Delivery of non-conforming notification

When a delivery is registered, it can be changed up to one day before the delivery date. If this agreed delivery date is deviated from without consultation, the following administrative costs will be charged:

- €100 (one hundred euros) in case of delivery earlier than agreed upon;
- €200 (two hundred euros) in case of delivery later than agreed upon.



## 2.3 Delivery note

Deliveries without a packing slip or with an incomplete packing slip will not be accepted by the warehouse. For each order number, a separate delivery note must be supplied. The mandatory details that have to be mentioned on the delivery note are:

1. Order number of Bever;
2. Supplier name;
3. Supplier order reference;
4. Delivery note number;
5. Article and colour codes of the supplier;
6. Total number of pieces per item-colour-size (no indication of what is in which box);
7. The total number per item;
8. The total of the entire delivery.

NB: It is not possible to supply incomplete size series.

### 2.3.1 Issue of delivery note

The delivery note must be handed over to the person responsible for receiving the goods at the arrival of the transport. This can be delivered by the driver or is clearly recognizable on the outside of the pallet. Or clearly recognizable on the outside of the first available packages attached.

If the delivery note is not immediately available, Bever reserves the right to refuse delivery.

## 2.4 Packaging

The packaging of goods shall comply with the following conditions:

1. If a delivery consists of more than 9 boxes, it can only be offered on a pallet;
2. Goods have to be placed in boxes on a pallet. The delivered volume may be stacked a maximum of 1.80m high and only euro pallets (80\*120) are allowed (with the exception of container transport);
3. The pallet must be wrapped with foil (sealing) and then provided with security tape or tape with the company or brand name;
4. Deliveries must under no circumstances pose a risk to our warehouse employees;
5. A maximum of 12 pallets per delivery note. If the delivery consists of more than 12 pallets, you will need to make a separate delivery note for every 12 pallets or part of them;
6. The total weight of a box may not exceed 20Kg, in accordance with the health and safety legislation in force in the Netherlands. The boxes have to be sufficiently strong so that they can be stacked properly. Damaged boxes can be refused;
7. The same SKU's (Stock Keeping Unit, Product Colour Measure) should be grouped in one box. For large quantities, the pallets must be loaded per SKU;
8. Clothing may only be delivered hanging, if this has been agreed in writing with the purchasing department;
9. If several SKU's are packed together in one box, a clear separation must be made for each SKU.
10. Deliveries of different brands have to be separated as mentioned in the order of Bever.

## 2.5 Control of delivery

Within ten working days after receipt, your delivery will be checked in detail.

### 2.5.1 Control at the time of issue of the goods

Upon delivery of the goods, a check is made on the number of boxes or pallets. If the actual quantities deviate from the notified quantities, Bever reserves the right to refuse delivery.

### 2.5.2 Quality and quantity control

As a second check, the following points will be taken into account:

- Does the packaging meet the predefined conditions;
- Each SKU is correctly packaged;
- Are the goods labelled with price labels in accordance with the conditions?

## 2.6 Notification of alleged deviations

As soon as one or more deviations are discovered, our logistics department will inform you about them, so that the deviation can be corrected.

### 2.6.1 Shortage in delivery

As soon as a shortage in delivery is identified, our logistics department sends a “shortage confirmation” message. The following documents are included in the annex:

- Summary of under-delivered goods;
- Statement of delivery note;
- Application whether or not for the subsequent delivery. If a subsequent delivery is requested, you must follow the normal delivery procedure;
- Request for a credit note of the missing goods.

Without notice to the contrary, within five days of the sending of the shortcomings confirmation to the supplier, the established deviations shall be deemed to have been approved.

The amount of the credit note will be deducted from the next payment. If we have no outstanding payments, you must pay the debit note within then days. Please state the related order number at the time of transfer.

### 3. Returns

In the following cases, goods are returned to the supplier:

- Incorrect deliveries;
- Surpluses;
- Resale guarantees/consignments;
- Customer return;
- Defects or production errors;
- Stock corrections.

#### 3.1 Return pickup procedure

When goods are offered for return by Bever in accordance with previously agreed return agreements, the supplier must collect the goods within five working days of notification. The goods will contain a return note and a credit note request. On this request, the purchase prices of the articles of the most recently delivered order will be stated, unless otherwise agreed in writing between the buyer and supplier.

The carrier must provide the return number when picking up the goods.

If the goods are not collected within five days of notification, the articles will be sent by Bever at the supplier's expense plus a €25 administration fee.

#### 3.2 Faulty delivery

If any discrepancies are found during the inspection between the notification and the delivery, the goods will be returned to the supplier, provided they are not accepted by the purchase/merchandise department. If this discrepancy is detected immediately and the delivery is made directly to the carrier, the supplier must collect the goods in accordance with the general collection procedure.

#### 3.3 Surpluses

If surpluses are identified during the physical check against the theoretical delivery, the surpluses will or will not be returned after consultation with the purchase/merchandise department. The surpluses will under no circumstances be returned if a deviation from the standard procedure has been agreed in writing with the buyer/merchandiser. The costs for returning these surpluses are a fixed amount of €100,- administration costs, plus €65,- per pallet for return delivery within the Benelux. For other returns within Europe, the €100 handling fee will be increased by €80,- per pallet.

If the surpluses are accepted, they will be added to Bever's stock. Our logistics department will then forward a request to draw up an additional invoice.

#### 3.4 Resale guarantee / Consignment

If resale guarantees and consignments are agreed between the buyer and supplier, the specific items will be returned to the supplier at the end of the season, unless agreed otherwise. The supplier informs Bever B.V. in writing about the return conditions and the return address. If Bever B.V. has not received any return conditions, Bever will return the goods in accordance with our conditions.

## 3.5 Customer returns

Legally, the consumer is entitled to at least two years warranty. However, there are regulations that are exceptions to this rule. Bever relies on the statutory conditions of consumer law.

### 3.5.1 Warranty term

Every final consumer is entitled to a legal guarantee on all material goods purchased through Bever. This guarantee describes a legal period of two years, from the original purchase date of the end consumer, during which this end consumer is protected against production and/or material defects.

The above has been laid down in the European legislation on the protection of consumers when selling consumer goods - Directive 99/44/EC. Bever places the responsibility for these warranty claims on the supplier and therefore recovers the costs incurred for this from the supplier.

If a supplier/brand/range of products is discontinued, the supplier must guarantee a further 2-year warranty. The commercial guarantee may under no circumstances be shorter than the statutory period. If the commercial warranty period is longer than the legal warranty period, the legal warranty period is extended to the commercial warranty period.

### 3.5.2 File processing

Bever gives absolute preference for offering a periodic credit note. This means that we resolve the warranty cases directly with the customer and that the supplier credits the purchase value of the products concerned, plus the shipping costs of these items to the supplier, to Bever for each agreed period.

If it has been agreed between the supplier and our Aftersales department that the after-sales products will be sent case by case, a solution must be proposed to the Aftersales department of Bever within 5 working days after receipt of a warranty file (article and administrative information) by the supplier. This should be done with a clear indication of the file reference.

If it has been agreed between the supplier and our Aftersales department that the customer will receive a refund, we ask you to submit a credit note within 10 working days through [goodsinvoice@Bever.nl](mailto:goodsinvoice@Bever.nl). The credit note must clearly state the ASF reference number.

If it has been agreed between the supplier and our Aftersales department that the customer must pay a fee, we ask you to offer a credit note within 10 working days through [goodsinvoice@Bever.nl](mailto:goodsinvoice@Bever.nl). The reference number must be clearly stated on the credit note.

### 3.5.3 Replacement and repair of damaged goods

Only if there is a written agreement with the purchaser or Aftersales department of Bever, Bever accepts replacement or repair of damaged goods. If this written agreement does not exist, Bever does not accept the replacement or repair of damaged goods.

After the Bever's after-sales department has approved the proposed product repair/replacement solution, the supplier must return the repaired or replacement product to the Bever's head office for Bever Aftersales within ten working days of receipt of the Bever's return. Please use the labels sent by us on the packaging of the goods.

Replacements or repairs, agreed in writing, must be stated on a separate delivery note with a clear reference to "return form number" (e.g. RF 1256). They must also be packed in a separate box. They may therefore **never** be added to a normal delivery.

## 4. Invoicing

### Supplier instructions

The information below ensures that we can process your invoice on time, so that we can make the payment on the agreed date.

### How to send your invoice digitally?

We ask you to send your digital invoice by the legal entity to the following e-mail addresses:

#### Commodities:

Legal entity	E-mail
Bever B.V.	<a href="mailto:GoodsInvoice@bever.nl">GoodsInvoice@bever.nl</a>

#### Services and other costs:

Legal entity	E-mail
Bever B.V.	<a href="mailto:Invoice@bever.nl">Invoice@bever.nl</a>
Bever Investments B.V.	<a href="mailto:InvoiceBZI@bever.nl">InvoiceBZI@bever.nl</a>

Sending your digital invoice must meet the following conditions:

- Send your invoice or credit note in PDF format, preferably with Optical Character Recognition;
- Your email may contain multiple invoices. Each invoice is a separate appendix. Multiple invoices in one attachment cannot be processed;
- All documents related to an invoice can be included in one attachment together with the invoice. The invoice is included in the front of the annex;
- Your email may not be larger than 10MB;
- Only send your invoices digitally. Please do not send your invoice by regular mail afterwards;
- Only send invoices or credit notes to the above-mentioned email addresses. Reminders and questions about open positions can be sent to [reminder@Bever.nl](mailto:reminder@Bever.nl).

### What information should your invoice contain?

- Your invoice must comply with the legal requirements;
- Invoices must be sent to the correct legal entity. Below you will find an overview of our legal entities, addresses, VAT numbers and Chamber of Commerce numbers.

Legal entity	Address	VAT number	KVK-nummer
Bever B.V.	Postbus 113, 2640 AC Pijnacker	NL008835421B01	27091280
Bever Investments B.V.	Postbus 113, 2640 AC Pijnacker	NL813680256B01	27269142

Delivery terms Bever B.V.

Issue date: vrijdag 1 november 2019

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## You are a supplier of commodities?

- We will give you an order number when you place your order. Please always mention this on your invoice or credit note, together with your packing slip number. E.g. order number / packing slip number;
- We ask you to put as many packing note / PO numbers as possible on one invoice (e.g. one invoice per week). In that case, we always expect a (sub)total per packing note / PO number, followed by the delivered goods.

## You are a supplier of services?

- We will give you an order reference when you place your order. Please always mention this on your invoice or credit note;
- Multiple order references on one invoice are possible. In that case, we always expect a (sub)total per order reference, followed by the services provided;
- Please always mention the period to which the invoice relates on the invoice;
- The absence of this information will result in the processing of your invoice being delayed or in your invoice/credit note being returned. This then has negative consequences for the payment of your invoices. **Even if, as a result of this postponement, the period for a financial correction has expired, this will still be taken into account in this case.**

If you have any questions about invoicing, please contact us at [administratie@bever.nl](mailto:administratie@bever.nl)

## 5. Marketing contribution (2019)

- Each quarter you will receive an invoice for 3% marketing contribution on all orders delivered in the last three months.
  - The amount will then be deducted from your outstanding invoices;
  - If we do not have any outstanding invoices from your brand, our invoice for the marketing contribution must be paid within 30 days;
- Your standard minimum marketing contribution of 3% is spent entirely and exclusively on Bever media channels, such as outdoor ads or our online platform. Production of additional POS and external campaigns such as TV, radio and paid social media campaigns are not part of the standard budget of 3% marketing contribution;
- Seasonal marketing plans (SS/FW) are drawn up in consultation with the brand (when the total marketing contribution - with or without additional investments - exceeds € 5.000);
- Bever reserves the right at all times to refuse marketing activities and/or expressions that are not in line with Bever or the Bever's collection.

## 6. Omnichannel Fee (2020)

As of 2020, the marketing contribution will be cancelled and replaced by the omnichannel fee.

- You will receive a quarterly invoice for the omnichannel fee of 4% on all orders delivered in the previous three months;
  - o This 4% omnichannel fee will be used for two separate purposes: 2% to support our (Bever) overall omnichannel strategy and 2% marketing contribution to common brand marketing goals while maintaining our current practices (see the brand marketing media kit)
    - The omnichannel fee is then deducted from your outstanding invoices;
    - If we do not have any outstanding invoices from your brand, our invoice for the omnichannel fee must be paid within 30 days;
- Seasonal marketing plans (SS/FW) are drawn up in consultation with the branding with a minimum of € 5.000 at a 2% marketing contribution (2% of the 4% omnichannel fee);
- Your standard and minimum 2% marketing contribution will be spent entirely and exclusively in Bever's media channels, for example on outdoor advertising or our online platform. Production of additional POS and external campaigns such as TV, radio and paid social media campaigns are not part of the standard budget of 2% marketing contribution;
- Bever reserves the right at all times to refuse marketing activities and/or expressions that are not in line with Bever or Bever's collection.

## 7. Appendix

### Clothing Label

The price label must be placed on top of the supplier's barcode on the back of the card so that the logo or brand remains visible at all times.



### Delivery note

The delivery note is clearly recognizable on the outside of a pallet or package.



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Issue date: vrijdag 1 november 2019

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