



General purchasing conditions 2021

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1 DEFINITIONS

- **Buyer (category manager):** is the natural person acting on behalf of the Client for negotiating the cooperation conditions and selecting the Goods.
- **Cancellable Orders:** Purchase Orders for Goods reserved by the Client for a specific period of time and set aside for the Client by the Supplier. The Client is free to call up these Goods in whole or in part and/or to cancel them in whole or in part before a predetermined end date, without the Client being required to pay any compensation in this regard. In the absence of an end date in the Purchase Order, the end of the season for which the Goods were reserved shall apply as the end date (30/6 for spring/summer orders & 31/12 for fall/winter orders).
- **Client:** Bever B.V., Ambachtsweg 3, 2641 KS Pijnacker, the Netherlands
- **Clearance Orders:** all Purchase Orders for Goods which are proposed by the Supplier under special conditions, because the Supplier wishes to clear the stock of the Goods in question.
- **Consignment Orders:** all Purchase Orders for Goods given by the Supplier to the Client on consignment, of which the Supplier remains the owner until the moment of sale by the Client to the end customer.
- **Contract:** means the contract between the Supplier and the Client for the sale and purchase of the Goods in accordance with these General Purchase Conditions.
- **Extended Range Orders:** all Purchase Orders for Goods of which the Supplier has a stock at its disposal. These are often Goods that have been sold online by the Client to its customers without the Client having these Goods in stock and for which the Supplier requires urgent delivery.
- **General Purchase Conditions:** *the terms and conditions set out in this document as amended from time to time in accordance with clause:*
- **Goods:** means the goods forming part of the Purchase Order to which these General Purchase Conditions apply, including the raw and processed materials used.
- **Guarantees:** mean the guarantees set out in clause 6.
- **Merchandiser:** is the natural person acting on behalf of the Client for the purpose of analysing, essentially, the purchase and sale of the Goods.
- **Notify:** *a notice to the Client in accordance with clause 4.1.*
- **Order Confirmation:** is the Supplier's written confirmation of the Purchase Order.
- **Pre-orders:** all Purchase Orders of Goods that are pre-ordered without having already been released. Pre-orders can be placed by the Client with indicated delivery time frames or on demand (contract), depending on the agreements made.
- **Purchase Order:** is the written order from the Client to the Supplier to deliver Goods in accordance with these Conditions including Cancellable Orders, Clearance Orders, Consignment Orders, Extended Range Orders, Pre-orders, SiS Orders, SMU ("Special Mark Up") Order.
- **Purchase value:** is the net price of an article or a stock of items paid by the Client to the Supplier, excluding payment discounts or other contributions (e.g. marketing)
- **SiS Orders:** shop-in-shop orders are Purchase Orders that relate to Goods that are presented in an area set aside for the brand in the shops of the Client. Separate agreements are often made for this type of Purchase Order.
- **SMU ("Special Mark Up") Order:** all Purchase Orders relating to Goods produced by the Supplier especially for the Client and for which the specifications and the special purchase conditions have been expressly agreed.
- **Supplier:** is the natural or legal person with whom the delivery of Goods has been agreed.
- **Re-orders:** all additional Purchase Orders of previously ordered Goods.
- A **working day** is a normal working day on which banks are also open (not Saturday, Sunday or a public holiday).

2 GENERAL

2.1 Scope of application

These General Purchase Conditions apply to the full cooperation between the Client and the Supplier and lay down the general principles and procedures applicable to the full cooperation between the Client and the Supplier, regardless of the form of cooperation. Acceptance of a Purchase Order includes the Supplier's agreement to these General Purchase Conditions, to the exclusion of any terms that the Supplier seeks to impose or incorporate including the Supplier's terms and conditions of sale, which shall not apply. Any deviation from these General Purchase Conditions may only be invoked against the Client if the Client has agreed to such in writing.

2.2 Agreement

If the Supplier does not refuse a Purchase Order within two (2) working days of the Client submitting the Purchase Order, the Supplier shall be deemed to have accepted the Purchase Order(s). The Supplier is not entitled to change the Purchase Order in any way. No change whatsoever shall be binding on the Client, unless expressly agreed in writing.

2.3 Purchase obligation

These General Purchase Conditions cannot be interpreted or construed as an obligation on the part of the Client to purchase a certain minimum quantity of Goods during the term of the cooperation. Contractual purchase obligations (contract orders, volume reservations, etc.) shall be part of a separate purchase agreement.

3 QUOTATIONS & PURCHASE ORDERS

3.1 Quotations

A request for a quotation shall not bind the Client in any way and is only regarded as a request for information. Only a Purchase Order from the Client or another written agreement can be considered as an acceptance of the quotation by the Client.

3.2 Types of Purchase Orders

The Client may produce the following Purchase Orders:

- 3.2.1 Pre-orders;
- 3.2.2 SMU ("Special Mark Up") Order;
- 3.2.3 Re-orders;
- 3.2.4 Consignment Orders;
- 3.2.5 Extended Range Orders;
- 3.2.6 Clearance Orders;
- 3.2.7 SiS Orders; and
- 3.2.8 Cancellable Orders.

3.3 Form requirements of Purchase Orders

3.3.1 Name

Both the company details of the Client and those of the Supplier shall always be stated on a Purchase Order. A Supplier who is known to the Client must also state its supplier number in all communication relating to deliveries, invoicing, etc. on the corresponding documents. A Purchase Order can never incorporate multiple Suppliers but may include multiple brands.

3.3.2 Purchase Order number (PO number)

Each Purchase Order has a purchase order number that must be stated on all relevant documents.

3.3.3 Delivery address

For all Purchase Orders, the delivery address stated on the Purchase Order shall only be definitively confirmed by the Client when the Supplier notifies the Client of the delivery in accordance with clauses 4.1.5 and 23.6.

3.3.4 Description, number, purchase price of Goods

Purchase Orders must always state the Supplier's brand, product code and product colour code, with a detailed overview of the number of Goods, the purchase price and the applicable product discounts.

3.4 Accepting an order

Acceptance of a Purchase Order as described under clause 2.2 includes the Supplier's obligation to deliver the ordered Goods in accordance with clause 4. The Supplier cannot unilaterally waive this obligation or unilaterally change or refuse the agreed conditions.

3.5 Reception of Purchase Orders

Purchase Orders may be communicated by the Client to the Supplier either by e-mail, post, fax or EDI.

3.6 Order confirmations of the Supplier

Notwithstanding the provisions of Clause 2.2., in particular that no express confirmation of a Purchase Order is required, it is customary for Purchase Orders to be confirmed in writing by the Supplier. Order confirmations shall not be reviewed by the Client and will never prevail in the event of a conflict with the Purchase Order.

3.7 Purchase prices

The purchase price of the Goods shall always include taxes, duties, levies, fees (including license fees), packaging, insurance, carriage of Goods and any other costs. Any additional cost shall be expressly rejected, unless otherwise agreed in writing.

4 DELIVERIES

Unless otherwise agreed in writing, all deliveries of Goods shall take place in accordance with Incoterms® 2020 DDP (to the delivery address stated in the Purchase Order, confirmed by the Client in accordance with clauses 3.3.3 and 4.1.5). All deliveries shall take place in accordance with the delivery requirements as stipulated in the supplier guidelines as set out in clause 23.6 or as written by the Client from time to time.

4.1 Notification

All deliveries to the Client shall be subject to a notification obligation for the Supplier in accordance with clause 23.6. Goods which are not Notified may be refused or accepted by the Client, subject to an administrative fee, as described in clause 23.7

4.1.1 Pre-order

Pre-orders must be delivered within the pre-determined delivery time frame as described on the Purchase Order. The Supplier must Notify the Client of the Goods at least five (5) working days prior to delivery in accordance with clause 23.6.

4.1.2 Re-orders

Re-orders must be delivered within the pre-determined delivery time frame as described on the Purchase Order. The Supplier must Notify the Client of the Goods at least five (5) working days prior to delivery. The period of five (5) working days provided for in Clause 23.6 may be deviated from in urgent cases and only if the Buyer so decides.

4.1.3 Extended Range Orders, special customer orders & business-to-business orders

Deliveries on working days shall always take place within 24 hours of the Purchase Order being submitted by the Client, unless otherwise agreed in writing. These deliveries must also be Notified by the Supplier to the Client but may take place without a confirmed delivery time.

4.1.4 Packing slip

The contents of the delivery must correspond exactly with the packing slip(s) given at the time of notification. Packing slips must comply with the form requirements stated in clause 23.6. Goods that are not intended for sale (trade goods, VM material, displays, etc.) must be notified separately to the Client by the Supplier.

4.1.5 Confirmation of the delivery time

When the Supplier Notifies the Client of a delivery, the Client shall confirm the exact time of delivery to the Supplier within 12 hours of receiving the notification (during working days), together with the exact delivery address which may deviate from the delivery address confirmed on the Purchase Order at the request of the Client. For logistical reasons or in the event of low sales volumes, the Client may decide to postpone the delivery to a reasonable later date (which may also outside the delivery time scale). The Supplier is not entitled to charge any costs in this regard, including but not limited to transport or storage costs.

4.1.6 Inspections

Upon notification of a delivery, the Client shall perform a number of inspections before the delivery time can be confirmed. This inspection includes: (i) a verification that the Goods have been ordered, (ii) a check of whether the Supplier has been notified before the correct delivery time and date and (iii) a check of whether the notified volumes correspond with the Purchase Order.

4.1.7 Changes

The Client may make changes or cancel a Purchase Order up to 24 hours prior to the delivery time confirmed by the Client to the Supplier in accordance with clause 4.1.5. Under no circumstances can these changes give rise to any additional costs charged by the Supplier to the Client.

4.1.8 Coordination of transport

The Supplier is responsible for coordinating delivery with any external transport company so that the confirmed delivery time can be respected.

4.1.9 Requirements (see 23.8)

4.2 Refusal of delivery

Delivery will correspond with the requirements set out in Clause 23

4.2.1 Notification obligation

Deliveries without prior notification and therefore for which no delivery time has been specified, shall be refused by the Client. If a delivery is divided into several parts, which are delivered separately, then each separate part must be Notified to the Client by the Supplier. The foregoing also applies when the individual parts are delivered on the same day. Exceptionally and only with the agreement of the Client, deliveries may be accepted, provided that the logistic capacity allows this and provided that the payment of an administrative cost, as described in clause 23.7, is paid.

4.2.2 Delivery time

Time is of the essence for deliveries and therefore deliveries that do not take place on the confirmed appointment can be refused.

4.2.3 Packing slip or delivery note

If a packing slip is missing at the delivery time or if it cannot be found immediately on the exterior of a package, delivery can be refused.

4.2.4 Requirements

Deliveries that do not comply with the requirements in Clause 23.8 or that pose a danger to the warehouse staff can be refused.

4.2.5 Deviations in notification

4.2.5.1 Notification obligation

If Goods are delivered that have not been notified they can be refused. These Goods must be separately Notified in accordance with clause 23.6 and delivered again.

4.2.5.2 Shortage delivery

If the Supplier delivers less than 95% of the quantity of Goods ordered, the Client may reject the Goods

4.2.5.3 Surplus delivery

If the Supplier delivers more than 105% of the quantity of Goods ordered, the Client may at its discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Client accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

4.2.6 Administrative cost

If a delivery is refused, administrative costs shall be charged by the Client to the Supplier, in accordance with the table under Clause 23.7

4.2.7 Cash on delivery

Under no circumstances shall cash on delivery be accepted.

4.2.8 Additional costs

The Supplier shall not be entitled to recover any additional costs (such as storage or delivery costs) as a result of a refusal from the Client. However, the Client may charge administrative costs, in accordance with clause 23.7.

4.3 Europalet

As far as practically possible, the Supplier shall use pallets that comply with the European standard format (80x120cm) for all deliveries. Any other format must be agreed in writing. The Client shall not pay any costs for the packaging material or pallets and is not obliged to return them. Deliveries consisting of 10 boxes or more must be supplied on pallets, even if they are delivered by a courier company.

4.4 Proof of delivery

At the delivery time, the Client shall check only the largest shipping unit delivered (e.g. number of pallets). A detailed check shall be performed within 10 working days, after the delivery date. An acknowledgement of receipt signed by the Client shall be deemed to be the only proof of delivery.

4.5 Deviations in detail inspection

4.5.1 Deviations

If the Client identifies any deviations when notifying the delivery or during the quality and quantity inspection (within ten (10) working days following the delivery date), the Supplier shall be informed accordingly.

4.5.2 Acceptance

All deliveries of Goods are subject to acceptance by the Client. Neither the payment of the Goods, nor the signing for delivery of the Goods constitutes acceptance of the delivered Goods.

4.5.3 Detailed inspection

The Goods shall be deemed to have been accepted by the Client after a detailed inspection thereof by the Client.

4.6 Pre-priced trade goods

Goods must be delivered pre-priced. The Client shall send the Supplier the sales prices it has determined at its discretion. Any costs of (re)pricing the Goods shall be invoiced to the Supplier by the Client, unless explicitly agreed otherwise in writing.

4.7 Delivery guidelines

The Supplier acknowledges that it is familiar with the delivery guidelines as set out in clause 23.

4.8 Ownership and risk

Title and risk in the Goods shall pass from the Supplier to the Client from the moment the Goods are in the possession of the Client and the Client has signed for delivery, without prejudice to the Client's right to reject the delivered Goods in accordance with clause 6 of the General Purchase Conditions.

5 REMEDIES

5.1 General Remedies

If the Goods are not delivered at the specified delivery time in accordance with clause 23.6.1, or do not comply with the undertakings set out in clause 6, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Customer may exercise any one or more of the following rights and remedies:

- to terminate the Contract;
- to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
- to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and
- to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- These General Purchase Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- The Client's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

5.2 Right of return (Return to Supplier)

Without prejudice to the guarantees set out under clause 6, or clause 5.1 the Client has the right to return Goods, without prejudice to the Client's right to claim compensation for damages, in the event of:

- A resale guarantee forming part of the agreed special purchase conditions;
- A Return-to-Vendor (RTV) arrangement that is not linked to resale targets;
- Goods relating to a Consignment Order;
- An organised recall in accordance with the provisions of these General Purchase Conditions;
- Incomplete unsold products (including DOA) in accordance with Clause 24.
- Infringements referred to in Clauses 6;

- Any other written agreement with the Supplier regarding the return of Goods.

5.3 Organising returns

The Supplier shall be informed of the Goods and the corresponding volume which is eligible for return. See also Clause 23.10.

6 GUARANTEES/DEFECTS

6.1 Guarantee declaration

Without prejudice to any right of the Client under applicable law, the Supplier declares and guarantees the following:

6.1.1 Suitability and certificates

The Supplier declares that the Goods are suitable for their intended use and the Supplier may submit the necessary certificates for this purpose at any time.

6.1.2 Nederlandse Voedsel & Waren Autoriteit (NVWA) www.nvwa.nl

A Supplier trading in materials intended to come in contact with food must ensure that his products comply with the food packaging legislation. The main rules can be found in Regulation (EC) 1935/2004 on materials and articles intended to come in contact with food.

6.1.3 Health risk

The Supplier declares that all Goods delivered are free of health risks for customers and for the employees of the Client.

6.1.4 Quantities, quality and performance standards

The Supplier declares that (i) the Goods and the manufacture and delivery of the Goods comply with the highest industrial and quality standards applicable in the EEA and/or UK as applicable and all product specifications and other (quality) requirements set out in the agreement, (ii) the specifications and quality of the Products will not change or deteriorate during the agreed shelf life or expiration date of the Goods, whichever is later, and (iii) the Goods are new, of merchantable quality, free from contamination and free from defects in workmanship, materials, design and assembly method.

6.1.5 Information

At the simple request of the Client, the Supplier shall provide all information relating to the quality, purpose, manual, instructions for use, descriptions and accompanying certificates or other legally required documents and guarantees that this information is correct, non-misleading, and fully in accordance with the legal form requirements.

6.1.6 Taxes and charges

The Supplier declares that the Goods will be delivered as agreed and free of payable customs duties, taxes, levies and duties.

6.1.7 Permits

The Supplier must have all required permits for the production and sale of the Goods in the country of the Client, including all permits relating to food safety. The Supplier declares that it, the Goods, the product location, any import location and the manufacture, handling and delivery of the Goods comply with all applicable laws and regulations in force at the time of delivery of the Goods, including but not limited to EU health, safety and environmental regulations, rules and/or regulations.

6.1.8 Patents and property rights

The Supplier has verified the legal status of the patent and the design or utility model of the delivered Goods in the country of the Client and warrants that the Goods are not restricted by and in no way infringe patents, copyrights, trademarks, trade secrets or other intellectual property rights. The Supplier declares that the Goods are free of all liens, encumbrances and property rights or contractual rights of third parties.

6.2 Corporate Social Responsibility criteria of the manufacturing process

The Client puts a great deal of importance to Corporate Social Responsibility and considers it to be an on-going process of improvement, which forms an integral part of the collaboration between the Client & the Supplier. With regard to the manufacturing process, the Supplier declares and guarantees the following:

6.2.1 Protecting our environment

The environment is of increasing global concern and the Client expects its Suppliers to act responsibly in this respect and share the Client's concerns for and commitment to preserving the environment. Suppliers guarantees to:

- Comply with all applicable environmental laws, rules & regulations in their country of operation & production.
- support a precautionary approach to environmental challenges, such as having a policy to use/switch to eco-friendly materials, minimizing waste in its manufacturing and supply chain, implementation of GHG emission reduction activities, having a policy in place to prevent deforestation in the supply chain, efforts to circular economy, etc.
- encourage the development and diffusion of environmentally friendly technologies, such as implementation of water reduction initiatives, use of some renewable energy in its direct operations, etc
- undertake initiatives to promote greater environmental responsibility.

6.2.2 Labour conditions

The Supplier undertakes and declares the following:

- The delivered Goods shall not be manufactured through the use of exploitation, child labour or slavery, forced, illegal or compulsory labour or under conditions which are harmful to health or to the environment, and that applicable national and international legislation is respected.
- Throughout the manufacturing process, no work is performed that involves physical or psychological abuse, and no distinction is made in the workforce on the basis of origin, gender, orientation or religious preferences.
- Working hours comply with applicable local legislation and local industry standards.
- Wages and salaries are paid at regular intervals and are in proportion to the work.
- The management policy respects all the rights of all employees, including the right to free association and collective bargaining.
- The protection of internationally proclaimed human rights should be supported & respected, and procedures are in place to avoid human rights being abused.

6.2.3 Animal welfare

The Client requires from its Suppliers responsible production standards and proper (or sustainable) origin for its products in relation to the use of elements of animal origin. The Client also has a zero tolerance with regard to the mistreatment of animals.

- **Angora:** The client has zero tolerance towards the maltreatment of angora rabbits, and only accepts suppliers who endorses this vision.
- **Fur:** The Supplier does not manufacture Goods made of real fur or containing fur. The Client uses the definition of fur of the Fur Free Alliance, i.e.: any animal unit or part thereof that has fur or to which fur fibres are attached, either in its natural or processed state or the fur of any animal that is killed purely for its fur. "*Animal*" includes, non-exhaustively, minks, coyotes, sable martens, foxes, (angora) rabbits and raccoons. "*Fur*" does not include: 1) hides which are or will be transformed into leather or from which, by working, the hair, fur or fur fibres are removed; 2) materials cut, shaved or combed from animals (fur, sheepskin, shorn sheepskin); 3) leather or hair attached to the hide and generally used as leather (cowhide to which hair is attached); 4) synthetic material intended to resemble fur.
- **Down:** The client only accepts down products which have been recovered from the food industry and therefore do not come from animals that were plucked while alive or from geese that were fed for the production of foie gras.

- **Wool:** The Supplier applies responsible production standards in the context of their use of elements of animal origin. Consequently, cruel practices such as mulesing are not accepted in the supply chain.
- **Leather:** The Supplier only uses leather as a by-product of animals reared for the food industry. Leather produced by procedures involving the skinning or boiling of animals alive are not accepted.

6.2.4 Control & reporting

All parts of the production chain are BSCI approved or approved by an equivalent external and independent control body that actively carries out inspections in the country of production, in particular with regard to the guarantees under Clause 6.2. In the event of irregularities, the Supplier undertakes to inform the Client as rapidly as possible.

The above guarantees are collectively referred to as '**Guarantees**'.

6.3 Defects

The Client may refuse Goods which, in the opinion of the Client, do not comply with the Guarantees (hereinafter the "**Non-Conforming Goods**"). Notwithstanding the possibility for the Client to claim damages, the Client may return all Non-Conforming Goods and, at the Client's discretion, demand a replacement or full refund (including handling and freight costs) or retain the Non-Conforming Goods and demand a partial refund of the price. All expenses (including but not limited to the costs incurred by the Client to return the Goods) shall be borne by the Supplier.

6.4 Claims

The Supplier is solely responsible for all Non-Conforming Goods, visible or hidden defects and the Client has the right to formulate any claims (i) for visible defects to the acceptance of the Goods in accordance with Clause 4.5 and (ii) for hidden defects up to eight (8) weeks after discovery of the hidden defects by the Client.

7 LIABILITY

7.1 Indemnity

The Supplier shall indemnify the Client, its affiliated companies, employees, agents, officers or managers for all direct and indirect damages, claims (by third parties), fines, penalties, costs, liabilities, damages, losses and expenses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) that are incurred by the Client (whether or not such damages were foreseen or not) and that are the result of or in connection to (i) the use of the products supplied by the Supplier under an agreement; (ii) non-fulfilment of the obligations of the Supplier under the agreement, (iii) misrepresentation or breach of any Guarantee(s) or obligation(s) of the agreement; (iv) any other negligent or wrongful act on the part of the Supplier.

7.2 Insurance

During the term of the Contract the Supplier maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover all liabilities that may arise under or in connection with the Contract, and shall, on the Client's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance..

7.3 Obligation to provide information

If a defect in the delivered Goods (including the packaging) becomes known to one of the parties, that party is obliged to immediately notify the other party of such defect, stating (i) the nature of the defect; (ii) the Goods concerned; and (iii) any other relevant information.

7.4 Remedies

The parties shall consult with each other regarding the measures which may be necessary in the circumstances. The measures to be taken may, without prejudice to any other rights of the Client, consist of the cessation of deliveries, cessation of manufacturing of Goods, blocking of stocks of Goods (whether or not with clients or the Client) and/or

recall. The Supplier shall in any reasonable manner play its part in the implementation of such measures and, insofar as the Supplier is to blame (which shall in any event be the case without restriction, if the product specifications of the Goods in question communicated to the Client do not correspond 100% with the delivered Goods), shall bear all the costs thereof, without prejudice to other provisions of these general purchasing conditions and notwithstanding any terms and conditions of the Supplier. The Supplier is required to maintain the confidentiality of all information relating to measures that can or will be taken.

7.5 Recall campaign

Without prejudice to what is set out in clause 7.4., the Supplier shall accept a recall of Goods from the Client which are the result of an official warning from an official body. In the above-mentioned case, the Supplier shall reimburse the Client for the Goods at Purchase Value, increased by all costs as described in clause 23.7, immediately after the Supplier has been informed by the Client. The Goods may be collected by the Supplier after the fee has been paid.

7.6 Legal proceedings

The Supplier shall conduct a defence at its own expense in the event that legal proceedings are instituted against the Client as a result of a breach of the Guarantees.

8 PRICE AND PAYMENT

8.1.1 Resale

The Client is free to resell Goods to other companies within the United Kingdom and the European Union, in particular within the AS Adventure Group, consisting of "A.S. Adventure" in Belux and France, "Cotswold Outdoor", "Snow+Rock" and "Runner's Need" in the United Kingdom and "Bever" in the Netherlands ("**AS Adventure Group**"), and shall determine the price and conditions for this on a discretionary basis, subject to a selective distribution agreement of the supplier. The sole purpose of requesting recommended retail prices is being able to determine an in-house pricing policy in a discretionary manner.

8.1.2 Payment discount and term

Unless otherwise agreed upon in writing, the Client must pay for the Goods delivered within sixty (60) days after the date of delivery and after receipt of all accompanying documentation, including the original packing slip and the invoice containing at least the contents specified in clause 23.11. The Client is free to make the payment within ten (10) working days after delivery, after deduction of a payment discount of 3%, unless otherwise agreed in writing. Errors in the invoicing shall extend the payment term until such time as the Supplier provides the Client with the amended documents.

8.1.3 Payment discount and term for consignment goods

For consignment collaborations, invoices shall be paid within ten (10) days of the invoice date, after deduction of a payment discount of three (3) %.

8.1.4 Marketing contribution

The Supplier expressly agrees that the Client may charge four (4) % of the amount invoiced by the Supplier to the Client on an annual basis as a marketing contribution. This amount shall be settled on a quarterly basis, unless otherwise agreed in writing.

8.1.5 Euros

The Client shall pay invoices exclusively in euros, unless otherwise agreed in writing.

8.1.6 Set off

The Client may at any time, without notifying the Supplier, set off any liability of the Supplier to the Client, whether or not the latter disputes these amounts or the liability arises under these General Purchase Conditions, liability of the Client to the Supplier. If the liabilities to be set off are expressed in different currencies, the Client may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Client of its rights under this clause shall not limit or affect any other rights or remedies available to it under these General Purchase Conditions or otherwise. The Supplier shall in no event be entitled to suspend or interrupt the delivery in the event of late or incomplete payment by the Client under any agreement.

8.1.7 Volume received

The Client is not obliged to pay for Goods that were not delivered, that were not formally accepted or that were returned. The Supplier will also be informed in this regard by the Client, as described in clause 23.9.

8.1.8 Electronic sending

The Supplier shall send invoices electronically (by e-mail or EDI) to the Client immediately after delivery of the Goods and/or services. The Supplier shall use the agreed file format in this regard (see Clause 23.11).

8.2 Data processing

The Supplier and the Client undertake to comply with their respective obligations arising from applicable privacy legislation, including but not limited to the General Data Protection Regulation 2016/679 ("**GDPR**") and the Data Protection Act 2018.

9 PRODUCT INFORMATION

9.1 Product master data

The Supplier undertakes to provide all product information to the Client prior to the start of the purchasing season (summer/spring, autumn/winter), see also clause 25. This information includes (non-exhaustive list): the product hierarchy of the Supplier, the product code of the Supplier & of the brand, the colour code of the Supplier & of the brand, the product description, size code, purchase price, recommended retail price, bar code, etc.

9.2 Commercial product information (see also clause 0)

The Supplier shall provide the Client with all product texts (including the selected extended range products) and product features that are relevant to an online product range, within a period of time to be agreed between the parties. These texts shall be provided in the languages relevant to the Client (Dutch, French, English, and German). This information must be provided in accordance with the procedure set out in a separate information brochure. The Client shall be entitled to charge to the Supplier any expenses arising from the writing or editing of texts and their translation, unless otherwise agreed in writing.

9.3 Conversion tables of the sizes

The Supplier shall also provide the Client with the customised conversion tables in Excel.

9.4 Product photos (see also clause 0)

The Supplier shall provide the requested product photography (including the selected extended range products) to the Client in accordance with the procedure and quality described in a separate information brochure. The costs of any product photography shall be charged to the Supplier, unless otherwise agreed in writing.

9.5 In-store product information

The Supplier undertakes to return the complete POS document available on request within thirty (30) calendar days of receipt of the Purchase Order.

10 CONFIDENTIALITY

10.1 Third parties

Both parties explicitly agree not to use or disclose to third parties any confidential information of the other party, unless this is unavoidable with respect to compliance with these terms and conditions. This also applies to all information sent via EDI. All information obtained by the Supplier in connection with or as a result of the agreement with the Client, shall be considered as confidential information. Such confidential information, regardless of when it is received by the Supplier, remains the exclusive property of the Client and cannot be made known (for an indefinite period of time and at least 10 years) to third parties or in any other way be used for any other purpose than the execution of the agreement, unless (i) otherwise agreed in writing, (ii) the Supplier is legally obliged to disclose certain information or (iii) the information has become public for a reason other than the fault of the Supplier. The confidential information shall, upon first request by the Client, be immediately returned by the Supplier to the Client.

10.2 Compliance with confidentiality obligation by third parties

The Supplier is obliged to notify his employees, or third parties engaged about this confidentiality obligation.

10.3 Fine

In the event of violation of the confidentiality obligation, the Supplier will forfeit to the Client, without further notice of default being required and without judicial intervention, an immediately payable fine of € 10.000 (then thousand euros) per event, without prejudice to the right of the Client to claim full compensation insofar as the damage exceeds the amount of the fine.

11 COMPETITION

The Supplier acknowledges that any arrangements made in the context of, or in relation to, the cooperation and delivery of the Goods do not qualify as anti-competitive behaviour.

12 ANTI-BRIBERY

The Supplier shall make every effort to prevent any form of bribery. This means, among other things, that the Supplier shall at all times refrain from (non-exhaustive list):

- Directly or indirectly making or offering gifts, making or offering a promise or offering or providing services to employees and directors of the Client, including their family members and of any other company of the Client, as well as to others connected in any way with the company and/or its bodies.
- Offering gifts, promises or services provided by third parties.
- Accepting or soliciting gifts, promises or services
- Gifts/promises/services also include: offering or obtaining benefits, gifts, travel or any other aspect of value such as favours in kind.
- The Supplier acknowledges that it or other members of its company has not performed any of the above actions in order to be able to start a collaboration with the Client. The Supplier undertakes, in determining such actions, to inform the Client immediately.
- Product samples received by the Client in the normal course of business for testing or photography fall outside the scope of the anti-bribery clause. These product samples can always be collected by the Supplier. At the end of the calendar year they shall be used for good causes, if it appears that the samples have not been collected. Product samples shall always be delivered to the Client free of charge and at the Supplier's risk. The Client shall never compensate delivered samples in the event of loss, damage or if they are not collected by the Supplier.

13 (INTELLECTUAL) PROPERTY

13.1 Drawings, materials & tools

All drawings, materials or tools provided by the Client to the Supplier or made or purchased by the Supplier at the expense of the Client shall be the property of the Client and shall at all times be immediately payable by the Client. The Supplier undertakes to keep these resources at its expense and risk with due care and diligence. Unless otherwise agreed in writing, it is prohibited to make these available to third parties.

13.2 Limited right of use

The Supplier grants the Client a non-exclusive, perpetual, irrevocable, worldwide and transferable right to make use of all the intellectual property rights with respect to the Goods and/or services supplied by the Supplier. This right of use includes the right to grant such a right of use to (any) buyers or other third parties with whom the Client has relations regarding its activities.

13.3 Product development

If the Supplier develops products for the Client within the framework of the agreement, any intellectual property rights will be exclusively transferred to the Client. Any fee in this regard shall be considered to be part of the agreed price of the Goods. To the extent necessary, the Supplier shall cooperate fully with the establishments or transfer of such rights to the Client.

14 SUBCONTRACTORS

If the Supplier wishes to outsource work to third parties within the framework of the collaboration with the Client, this is only possible with the prior written consent of the Client. The Client may, at any time and for any reason whatsoever, withdraw its approval. The Supplier guarantees that all approved subcontractors work in accordance with the Client's standards and all obligations in respect of an agreement. The Supplier remains fully responsible and liable with regard to the work carried out by third parties within the framework of the collaboration, including the Guarantees mentioned in the General Purchase Conditions. The supplier is expected to oblige his employees, or third parties engaged, to comply with these general purchase conditions.

15 TRANSFER TO THIRD PARTIES

If the Supplier wishes to transfer its rights and/or obligations arising from the cooperation with the Client to third parties, this is only possible with the prior written consent of the Client.

16 WAGE TAX & SOCIAL SECURITY CONTRIBUTIONS

The Supplier undertakes at all times to have fulfilled its social obligations relating to the performance of the works for the Client and undertakes to comply with all safety instructions when performing works or services.

17 CESSATION OF THE COLLABORATION

17.1 Termination

Without prejudice to any right under the applicable law to terminate or dissolve an agreement, the Client has the right to terminate an agreement or the business relationship with the Supplier, without any compensation being due and without judicial intervention being required, without concrete cause by means of a thirty (30) day notice to the Supplier.

17.2 Dissolution

If the Supplier fails to fulfil any obligation arising from the collaboration and these General Purchase Conditions in whole or in part and fails to remedy this within fourteen (14) days after written notice of default by the Client, the Client may, at its discretion, terminate the cooperation with immediate effect without being liable to pay any compensation, or suspend its obligations arising from the cooperation or any other agreement until the Supplier has fulfilled its obligations.

Under no circumstances may such suspension of its obligations by the Client on the basis of the omission described above give rise to any claim by the Supplier against the Client. The Client is entitled, at the Supplier's expense, to rectify the omission (or have it rectified) or to return Goods.

17.3 Bankruptcy

If the Supplier files for bankruptcy or is declared bankrupt, in the event of the opening of a procedure for judicial reorganisation within the limits provided for in article XX.56 § 1 of the Code of Economic Law or in the event of dissolution of the Supplier, the Client may automatically terminate the contract and with immediate effect, without any compensation being due.

17.4 General

After termination of the business relationship, the Supplier shall return without delay, to the Client, all the information, samples or documents provided by the Client, and, if applicable, shall cease to use any trademark or other intellectual property right of the Client.

18 DEROGATION AND WAIVER

Any waiver of any right by the Client under an agreement shall only be effective if it is made in writing and shall be valid only for the party to whom the waiver is addressed and for the conditions under which it is granted. No failure to exercise or delay by the Client in exercising any right or remedy provided under this agreement or the law constitutes a waiver of such right or remedy by the Client, nor shall it inhibit the future exercise or enforcement by the Client.

19 FORCE MAJEURE

In the event of force majeure on the part of the Client, the Client's obligations towards the Supplier shall be suspended for as long as the force majeure persists. Force majeure refers to (i) circumstances or causes beyond its reasonable control as a result of which the performance of the contract is made more difficult in whole or in part, temporarily or otherwise, or (ii) the following cases: war, terrorism, terrorist threats, riots, civil commotion, quarantine, general or partial strikes, lock-out, fire, operating accidents, machine breakdowns, lack of means of transport, shortage of materials and/or raw materials, frost, epidemics, pandemics, government decisions or interventions, fuel shortages, energy shortages, errors or delays attributable to third parties. If the delay or non-performance continues for 2 months, the Client may terminate the Contract by giving [30] days written notice to the affected party.

20 DIVISIBILITY

The provisions of this agreement shall be interpreted to the fullest extent possible in the sense that they are valid and enforceable under applicable law.

If a provision or part of a provision of this agreement or an agreement concluded in execution thereof is void, invalid, illegal or unenforceable, it shall be deemed deleted but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision of the Contract is deemed deleted under this clause 0 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21 SURVIVAL OF CONDITIONS

The provisions of the agreement which continue to exist based on their express conditions or their clear intention (including, but not limited to, the provisions relating to compensation, intellectual property, confidentiality), also remain in force after termination, cancellation or expiry of the agreement.

22 APPLICABLE LAW AND COMPETENT JURISDICTION

22.1.1 Governing law & jurisdiction

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of the Netherlands. Each party irrevocably agrees that the courts of The Hague (Netherlands) shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

22.1.2 Vienna Sales Convention

The applicability of the Vienna Sales Convention (United Nations Convention on contracts for the International sale of goods) is expressly excluded.

23 ADDENDUM 1: GUIDELINES REGARDING DELIVERY OF GOODS

23.1 Supplier sheet

At the start of a collaboration or when a Supplier's data change, the Supplier shall provide the Client with a completed supplier sheet. This sheet shall be provided by the Client. The Supplier is responsible for the completeness and accuracy of this information.

23.2 Pre-pricing of Goods

Goods shall be pre-priced by the Supplier and delivered to the Client's warehouses. The pre-pricing of the Goods helps achieve a higher throughput speed in the Client's warehouse. There are various possibilities in this regard:

23.2.1 Price label of the Client

The Supplier prices the Goods with a price label of the Client.

23.2.1.1 Price label printed by Supplier

The price labels are sent digitally free of charge (pdf or Excel file), so that they can be printed by the Supplier. All technical requirements are described under 23.4.

23.2.1.2 Price labels sent by Client

The price labels are printed and sent by the Client, together with the order confirmation. This option is not free of charge. For Pre-orders and SMU orders, the price labels are sent in advance. For Re-orders and Cancellable Orders, the price labels are not sent until a specific purchase has been made. The number of price labels corresponds to the number ordered. If labels are lost or damaged, they must be reordered with the Client. Under no circumstances may labels be copied or described.

Printed price labels are always supplied in A4 format. The rates (excl. VAT) under 23.7.2 apply and are also updated annually.

23.2.2 Price label of the Supplier

The Supplier prefers to work with its own price labels.

23.2.2.1 Provision of Excel list

If the Supplier chooses to apply its own price labels to the ordered Goods, the Supplier undertakes to provide an Excel file containing all of the following product data of the ordered items within ten (10) working days after receipt of the order confirmation from the Client. The Supplier undertakes to indicate on the price labels the prices determined autonomously by the Client, even if they deviate from the recommended sales prices.

1. EAN barcode
2. Article code Supplier
3. Article description Supplier
4. Colour code Supplier
5. Supplier size
6. Purchase price
7. Recommended retail price

23.2.2.2 Sample label

Before going into production with the price labels, the Supplier undertakes to send an example to the Client's administration for approval, so that the Client can ensure that the barcodes of the price labels can be scanned.

23.2.3 Client affixes the price labels itself

In the exceptional event that the Supplier is unable to price the Goods itself, the Client shall have this carried out by a third party, resulting in a considerable delay in the throughput speed of the Client and subject to explicit prior written

agreement. The Client will charge the Supplier a price of **€0.80 per label and per delivery + an administrative cost**. This amount shall be settled on a monthly basis.

23.3 Instructions for applying price labels

- Apply the price label on top of the Supplier's barcode
- Only use labels with a non-permanent adhesive.
- Unless the Goods are packaged, labels are not affixed to the packaging:
 - Apply the label to the tag on the clothing and not to the (plastic) packaging;
- The label is visible through the packaging so that it can be scanned automatically upon receipt.
- The label must be affixed in a uniform manner throughout the delivery;
- Deviating methods must always be laid down in writing between Buyer and Supplier;
- Textile instructions:
 - Never apply the price label directly to textiles;
 - If there is a tag, stick the price label on the back of the tag; if there is no tag, stick the price label on a blank tag.
 - On shoeboxes, the price label is placed on the front of the shoebox (opposite the barcode of the Supplier). Unless otherwise agreed in writing with the Buyer.

23.4 Technical instructions price labels

- Sticker size: 45.7 x 21.2 mm
- Example



- Min. margin of 0.5cm left & right of the barcode
- Minimal resolution 0.38mm
- Minimal height of the barcode 10mm
- Black/White
- ANSI quality B as a minimum

23.5 Deviations

23.5.1 Not priced or incorrectly priced

If Goods are delivered without a price or with an incorrect price, the Client will correct this. Costs will be charged in this regard, as set out in clause 23.7.

23.5.2 Reprinting of price labels

If the price labels have to be resent, the costs stated under 23.7.2 - 2nd sending will be charged. Contact the order administration department at Bever for this purpose, which can only be reached by email goederenbeheer@bever.nl

23.5.3 Check of correct application of stickers

On the basis of the Purchase Order, the Supplier can check whether the correct label is applied.

If the Buyer exceptionally agrees to a partial delivery that has not been pre-priced, then these Goods must be packaged separately with a clear marking '*not labelled*'. Costs will be charged in this regard, as stated in Clause 23.7.1.

23.6 Notification of a delivery

A packing slip & a CMR-document are required to notify a delivery. A packing slip must, without exception, contain the following information:

- The order number of the Client
- The Supplier name as stated on the order confirmation
- The product code of the Supplier
- The colour code of the Supplier
- The Supplier size
- Number of units per product-colour-size
- Number of boxes
- Number of pallets (max. 12 pallets per packing slip)

The appointment is made by e-mail with the packing slip in attachment, via:

mag-inslag@bever.nl

23.6.1 Booking an appointment

23.6.1.1 Pre-orders & re-orders

Deliveries will only be accepted on an agreed date. In this regard, the Supplier must notify the delivery **at least five (5) working days** in advance and book an appointment. In urgent cases, this rule may be deviated from for Re-orders.

Physical deliveries can only take place within the **predefined delivery time frame** that can be found on the Purchase Order. If the physical delivery falls outside this time frame, an explicit agreement must be given by the Client. Compensation will be demanded for late deliveries.

<u>Order number</u>	<u>Earliest delivery</u>	<u>Latest delivery</u>	<u>Delivery address</u>	<u>Total #</u>	<u>Total price</u>
33292	1/04/2008	1/05/2008	CENTRAAL MAGAZIJN, Smallandlaan 9 , 2660, Hoboken, Belgium	480	5270,40
				480	5270,40

23.6.1.2 Extended range orders / B2B orders / SC orders

These deliveries are expected within 24 hours after placing the Purchase Order. These deliveries are also notified by the Supplier, but no appointment needs to be booked.

23.6.2 Theoretical inspection of the notified Goods

Before an appointment for a delivery is confirmed, the Client carries out a number of inspections:

- Indication of the PO number on the packing slip
- Conformity of the notified Goods and number with the Purchase Order of the Client.
- Whether the notified delivery falls within the delivery time frame

Any deviations must first be resolved by the Supplier before the appointment is confirmed by the Client. Volumes in excess of those ordered can only be delivered with the approval of the Buyer, accept those delivered in accordance with clause 4.2.5.2.

If all details are correct, the date of appointment shall be confirmed by the Client to the Supplier within 12 hours on working days.

Please note: the final delivery address may differ from the address on the Purchase Order!

23.6.3 Refusal

In the cases described under Clause 4, a delivery will be refused. Exceptionally, these deliveries can still be accepted if the logistic capacity allows it. To this end, an administrative cost will be charged as described in Clause 23.7.

23.6.4 Obligatory delivery by appointment date

Appointments can be changed by both Supplier and Client at any time and no later than 24 hours prior to the existing appointment. Without a rescheduling notified in advance, the Supplier is expected to deliver at the agreed time. If this is not the case, administrative costs will be charged, as set out in Clause 23.7.1

23.7 Expenses

23.7.1 Costs related to deliveries

Reason	Administrative cost	Additional cost
Not priced or incorrectly priced Goods	€100	€0.80 per label per delivery
Reprinting of price labels	See table under 23.7.2	
Delivery without notification	€200	
Delivery before appointment date	€100	
Delivery after appointment date	€200	

23.7.2 Cost of sending price labels

	BENELUX ^{1,2}	Outside BENELUX within EU ^{1,2}	Outside EU ^{1,2}
1 st sending	Printing cost: €15/order +€0.003 / sticker + transport cost: €15	Printing cost: €15/order +€0.003 / sticker + transport cost: €20	Printing cost: €15/order +€0.003 / sticker + transport cost: €100
2 nd sending of same stickers (e.g. due to lost shipment)	Printing cost: €15/order +€0.003 / sticker + transport cost: €15 + admin. cost: €100	Printing cost: €15/order +€0.003 / sticker + transport cost: €20 + admin. cost €100	Printing cost: €15/order +€0.003 / sticker + transport cost: €100 + admin. cost €100

¹ there is a separate rate for urgent deliveries

² The Supplier is responsible for the completeness and accuracy of address details.

23.7.3 Expenses relating to collection of Goods

Goods returned to the Supplier for whatever reason shall be prepared for collection by the Supplier. The Supplier shall be notified in this regard and shall arrange for collection within five (5) working days of the Client's notification. After five (5) working days the Goods shall be sent to the Supplier and the costs shall be invoiced to the Supplier, unless otherwise agreed in writing. The rates in the table below shall be applied unless the shipping cost is demonstrably higher. The rates shall be updated annually.

Type of shipping unit	BENELUX*	Outside BENELUX within EU*	Outside EU*
Per box	100 € admin + transportkost NL = 5,00 € BE = 5,50 € LU= 9,25 €	€100 admin + €10 transport cost	€100 admin + €90 transport cost
Per pallet	€100 admin + €65 transport cost	€100 admin + €80 transport cost	The Supplier shall be notified of transport costs before the Goods are dispatched and must agree to payment.

*dependant from destination, indicative rates

23.7.4 Expenses related to content and product photography

Copywriting	€15/product
Editing	€15/product
Missing product features	€15/product
Translations	€100 fixed + €0.18/word/target language
Product photography	€30/product-colour

23.8 Physical delivery

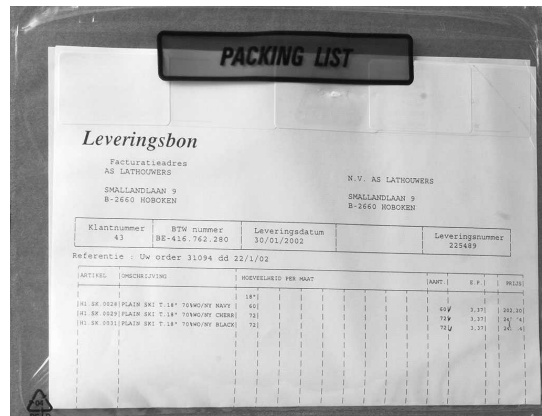
23.8.1 Packing slip & CMR-document

Deliveries without a packing slip will be refused. The packing slip upon delivery corresponds to the packing slip that was sent when the delivery was notified. A packing slip covers the full delivery and the contents of the delivery must correspond exactly with it. Non-notified Goods or volumes shall be refused and must be notified before they are supplied again.

On arrival, the transport company will hand the packing slip & the CMR-document to the person in charge of receiving the Goods. In addition, a copy of this packing slip will be visibly attached to the exterior of a package (see also clause 4.2.3).



CMR-document



Packing-slip

If a packing slip is missing, the delivery will be refused (see also clause 4.2.3).

23.8.2 Delivery extended range / B2B / SCO

For a smooth processing of these Goods, there is a separate flow of goods so that the Client can serve its customers faster. It is possible that a different delivery address applies to these Goods.

23.8.3 Delivery leaflet article: SMU orders

For articles ordered for specific commercial purposes (such as leaflets), the following applies:

- The Goods have to be packed separately, when they come together with a larger delivery
- The corresponding boxes must be marked with "leaflet"

23.8.4 Delivery of uniforms and non-commercial Goods

For non-commercial goods (such as uniforms, displays & POS material, etc.), the following applies:

- The Goods must be packed separately
- The corresponding boxes must be marked with "uniforms", "display", "POS", etc.

23.8.5 Packaging (see also 4.2.4)

The packaging of the Goods must comply with the **requirements** below:

- Only 1 pallet per packing slip. The **supplied volume** may be stacked a maximum of 1.80 metres high and only europallets (80 x 120 cm) are accepted;
- The pallet must be **wrapped with foil** (sealing) and must under no circumstances pose a danger to the warehouse workers;
- The **total weight** of one box must be **maximum 20 kg**, in accordance with **ARBO legislation**. Boxes must be sufficiently sturdy so that they can be moved and stacked easily. Collapsed or damaged boxes will be rejected;
- If a delivery consists of **more than 10 boxes**, the packing slip must indicate how the Goods are distributed among the boxes (numbering);
- **Similar products** (SKUs: Stock Keeping Unit: product, colour, size) must be grouped in 1 box. For large quantities (different pallets), the pallets must be loaded per SKU (product colour size);
- Goods must **never be delivered hanging**, unless this has been agreed in writing with the buyer;
- If multiple Goods are packed together (packs), each **individual saleable article** must have a price label (see 4.6),
- The Goods will be properly packed and secured in such manner as to enable them to reach their destination in good condition.
- Deliveries must always be offered separately per Supplier and per brand

23.9 Inspection of the delivery (see also clause 4.5)

23.9.1 Inspection on delivery

At the delivery time, the Client shall check only the largest shipping unit delivered (e.g. number of pallets). If the quantities delivered do not correspond to the quantities notified, the delivery may be refused in whole or in part.

23.9.2 Quality inspection

- Packaging complies with the requirements laid down (see Clause 23.8.5);
- Is each individual SKU correctly packed;
- Does the packing slip correspond to the Goods delivered.
- Are the Goods delivered in accordance with the agreements
- Are the Goods (correctly) priced.
- The condition of the Goods delivered

23.9.3 Check of quantity

A detailed inspection shall be performed within ten (10) working days, after the delivery date. If the quantities do not correspond with the quantities stated on the packing slip, the Client shall inform the Supplier accordingly.

23.9.4 Notice of erroneous delivery

23.9.4.1 Operational

If missing products are identified during the detailed inspection, the Supplier will be informed of such by means of an "error confirmation". This includes the following information:

- Overview of the missing Goods or quantities;
- The relevant packing slip number of the Supplier;
- A possible request to still deliver the Goods or quantities. Please note: this does not necessarily happen. If a subsequent delivery is requested, the delivery procedure set out in the General Purchase Conditions must be followed.
- If no subsequent delivery is requested, a request for a credit note for the missing Goods or quantities.

23.9.4.2 Financial

In the event that no subsequent delivery is requested in accordance with clause 23.9 and a credit note is to be issued by the Supplier, the credit note shall be withheld from the next payment if the invoice for the erroneous delivery has already been paid by the Client. If there are no outstanding payments, the Supplier undertakes to pay the refund within ten (10) working days. The Supplier must state the corresponding packing slip number with each payment.

23.9.5 Notice of surplus delivery

23.9.5.1 Operational

If a larger volume is identified during the detailed inspection, the Supplier will be informed of such by means of a surplus confirmation. Only the Buyer in question will decide whether these larger quantities will be accepted if they are more than 5% above the agreed quantity. This includes the following information:

- Overview of the surplus Goods or quantities delivered;
- The relevant packing slip number of the Supplier;
- A return order (see 23.10), possibly with a request for a credit note
- If the surplus Goods or quantities are accepted, a request for an additional invoice

23.9.5.2 Financial

If the quantities/goods are accepted, an additional invoice will be requested. If they are not accepted, but have already been invoiced, a credit note will be requested.

23.10 Returns

In the cases mentioned under Clause 4.1, Goods may be returned. To the extent possible, the Client shall inform the Supplier in advance of the planned return. The return will be organised as follows:

23.10.1 General procedure

- Within five (5) working days following written notification of return from the Client, the Goods shall be collected by and at the expense of the Supplier from the warehouses of the Client. The Supplier is liable for all insurance costs relating to damage, loss or theft; either:
- The Client organises the transport to an address specified by the Supplier. All costs relating to the transport and the necessary insurance shall be borne by the Supplier as mentioned in Clause 23.7.3, or;
- The Goods shall not be collected by the Supplier within five (5) working days, in which case the Client shall organise the transport at the Supplier's expense and risk. See also Clause 23.7.3

23.10.2 Resale guarantees and other Return-to-Vendor arrangements

As agreed in the special purchase conditions or in the course of the sales season, Goods that have not met (predetermined) targets shall be returned. The Supplier shall provide the Client with a credit note for the purchase value.

23.10.3 Recalls

Recalls may be organised by either the Supplier or the Client. Both parties will inform each other as soon as such recall is applicable. In both cases, the Supplier shall provide the Client with a credit note for the purchase value of the Goods in question.

23.10.4 Incomplete unsold Goods or DOAs

Goods that have not yet been sold by the Client to third parties and which are found to be incomplete, will be returned if a solution is not found within three (3) working days after the Supplier has been informed. If the Goods are returned, the Supplier shall provide the Client with a credit note for the purchase value of the Goods.

23.10.5 Guarantee or repair cases

See Addendum 2

23.11 Invoicing

Invoices must always comply with the legal form requirements and must be issued to the correct legal entity (see Clause 23.12).

23.11.1 Guidelines:

- Send your invoice or credit note in pdf format, preferably with OCR layer.
- Invoices can be sent by e-mail or via EDI.
- One email may contain multiple invoices, but each invoice must be a separate attachment. Multiple invoices in one attachment cannot be processed.
- All documents related to an invoice may be included in a single attachment together with the invoice. The invoice must always be at the front of the attachment.
- An e-mail may not be larger than 10MB.
- **Only send your invoices electronically.**
- Invoice dates must always be after the physical delivery date. If this is not adhered to, the Client will only take the delivery date into account and not the invoice date, in order to determine and comply with the payment term.

23.11.2 Commercial Goods

- For every order, you will receive a PO number. Indicate this PO number together with your packing slip number on the invoice or credit note -> *PO number/packing slip number* Without this indication, the payment of the invoice will be delayed (see clause 8).
- Every invoice must state the details of the products that are invoiced (product, colour, size code Supplier, purchase price with article discounts, order discounts, delivered quantities, etc).
- The Client will not accept invoices that relate to multiple PO numbers or packing slips, unless a (sub)total is stated on the invoice per PO number/packing slip, followed by the product details.
- Multiple invoices for one PO number will however be accepted.

23.11.3 Services

- You will always receive an order reference for the provision of services. Please always indicate this on your invoice or credit note. Our order reference has the following structure cost center / department / name.
- Multiple order references are possible on one (1) invoice. In such cases, however, a (sub)total per order reference must be stated, followed by the services provided.
- The period to which the invoicing relates must always be stated.

23.12 Legal entities + addresses

Type of invoice	Legal entity	Address	VAT number	Chamber of Commerce nr.	Type of invoice
Commercial Goods	Bever B.V.	Postbus 113, 2640 AC Pijnacker	NL008835421B01	27091280	GoodsInvoice@bever.nl

Type of invoice	Legal entity	Address	VAT number	Chamber of Commerce nr.	Type of invoice
Services & costs	Bever B.V.	Postbus 113, 2640 AC Pijnacker	NL008835421B01	27091280	Invoice@bever.nl
Services & costs	Bever Investments B.V.	Postbus 113, 2640 AC Pijnacker	NL813680256B01	27269142	InvoiceBZI@bever.nl

Financial reminders or reminders for all entities	reminder@bever.nl
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23.13 **contact details**

Department	Telephone number	E-mail address
Reception	+31 (0)79 347 11 11	receptie@bever.nl
Order administration - Reception Goods	+31 (0)79 347 11 11	mag-inslag@bever.nl
After-Sales Service (Customer Service)	+31(0)85 888 50 88	klantenservice@bever.nl
Accounting	+31 (0)79 347 11 11	reminder@bever.nl

	Address
Head office	Ambachtsweg 3, 2641 KS Pijnacker, Nederland
Meeting rooms	Heulweg 47, 2641 KP Pijnacker, Nederland
Warehouse	Ambachtsweg 3, 2641 KS Pijnacker, Nederland
Warehouse extended range - B2B - SCO	Ambachtsweg 3, 2641 KS Pijnacker, Nederland

23.14 **Opening Hours**

Department	Monday to Thursday		Friday	
Offices	8.30 - 12.30	13.30 - 17.00	8.30 - 12.30	13.30 - 15.30
Warehouse	8.30 - 10.00 10.15 - 12.30	13.00 - 15.00 15.15 - 16.30	08.30 - 10.00 10.15 - 12.30	13.00 - 14.45

24 ADDENDUM 2: GUARANTEES

In accordance with clause 6 of the General Purchase Conditions and notwithstanding the possibility for the Client to claim damages, the Client may return all Non-Conforming Goods and, at the Client's discretion, demand a replacement or full refund (including handling and freight costs) or retain the Non-Conforming Goods and demand a partial refund of the price. All expenses (including but not limited to the costs incurred by the Client to return the Goods) shall be borne by the Supplier.

24.1 Effects

The Client envisages five (5) possible options for the Supplier to enact this warranty. The specific effects of the warranty will be laid down in a separate document (**Customer Service Agreement**).

24.1.1 Theoretical periodic credit note

All guarantee cases shall be reported to the Supplier on a quarterly basis via an overview in Excel. The Supplier shall issue a credit note equivalent to the purchase price of the Goods. The Goods are not set aside for the Supplier. Usable Goods will be donated to a good cause, unusable Goods will be destroyed.

24.1.2 Periodic credit note

All guarantee cases shall be reported to the Supplier on a quarterly basis via an overview in Excel. The Supplier shall issue a credit note equivalent to the purchase price of the Goods. The Goods will be made available for collection by the Supplier (see 23.7.3).

24.1.3 Warranty buy-out

A warranty buy-out can only be agreed upon with the explicit agreement of the Buyer. This is done on the basis of an additional article discount, which is settled in the margin. If the return percentage is higher than the agreed additional discount, the Client may charge the difference to the Supplier.

24.1.4 Case-by-case

For some product groups, case-by-case action is necessary. This is only possible in exceptional cases and with the explicit agreement of the Buyer. For repairs under guarantee, the Client shall not pay any transport costs.

24.1.5 Guarantee cases within the first 6 months after purchase by the end consumer

Defects that arise within the first six (6) months following purchase by the end consumer shall automatically be considered as a production and/or material defect that was already present at the time of purchase. There is a reversal of the burden of proof for the Supplier in the event of a dispute, in which case an official and independent expert opinion shall be required. In the event of such a complaint, the Client shall always reimburse the end consumer. The Client shall place the responsibility for this with the Supplier, who shall be solely responsible for the quality of its products. The Supplier shall reimburse the Client for all expenses arising from the aforementioned guarantee case.

24.2 Repairs

For repairs under guarantee, the Client shall not pay any transport costs, for repairs outside guarantee the Client shall only pay the shipping costs for sending the Goods to the repair service, returning the Goods to the Client after repair shall be at the expense of the Supplier.

24.3 Defects or production errors before the Goods were resold.

In the event of defects or production errors, the Supplier shall contact the Buyer immediately after identifying the defect. For such recalls, the method of return shall always be laid down in writing.

If a major defect is identified by the Client, the Supplier must propose a solution no later than three (3) working days after notification of the problem. If no solution can be found, the full stock will be charged to the Supplier at cost price.

25 ADDENDUM 3: EDI

25.1 Communication

25.1.1 Purpose

An EDI connection facilitates the exchange of data between the Client and the Supplier and vice versa.

25.1.2 Contents

The Supplier acknowledges that the data exchanged via EDI are binding, unless explicitly agreed otherwise in writing.

25.1.3 Communication

Both the Client and the Supplier shall envisage the facilities necessary to guarantee the data exchange necessary for the smooth execution of the agreement. Both parties guarantee that the technology is in good working order.

25.1.4 Malfunctions

Both the Client and the Supplier explicitly undertake to rectify any malfunction in the exchange of data as soon as possible. In the event of a malfunction, the contracting party will be informed of the malfunction immediately during Working Days, and otherwise as soon as possible and usually within 24 hours, by telephone, fax or e-mail.

25.2 Communication channel

25.2.1 Maintenance

Both the Client and the Supplier undertake to take all necessary steps, within the scope of their responsibility, to envisage the technical facilities and maintain the communication channel.

25.2.2 Costs

Each party shall bear its own costs for setting up and using its own mailbox. This also includes all communication costs resulting from the start-up of a data transfer and the costs for their own EDI service provider.

25.3 Data exchange

25.3.1 Message format

Any changes to the message formats and the first application must be agreed by both the Client and the Supplier.

25.3.2 Confirmation of receipt

Upon receipt of an automatic acknowledgement of receipt from the contracting party, the data transfer shall be deemed to have been received. Both also agree that messages exchanged shall have evidential value in the event of litigation.

25.4 Disruption

25.4.1 Exchanging data in the event of disruption

If a technical disruption prevents the exchange of messages, the messages can be exchanged in a different form and through a different channel.

25.4.2 Errors

If errors in the data exchange are detected, due to input mistakes, transmission faults or technical faults in the message, or if expected messages are not found, the receiver of the message shall inform the sender immediately. Both parties shall cooperate in order to rectify the error.

25.4.3 Error notification

Both parties shall appoint a contact person who receives the error notifications and who takes care of the communication with the counterparty.

25.4.4 **Notification obligation**

If an objective addressee with knowledge of the industry (e.g. order or delivery data) detects input mistakes or transmission faults, they are obliged to point this out to the sender of the message.

25.5 **Liability**

25.5.1 **Responsibility**

Each party is responsible for the functioning of its own communication and for any damage caused by errors.

25.5.2 **Third parties**

Each party shall be responsible vis-à-vis the other party for any harmful acts, omissions and errors of the provider assigned by them, as well as of other organisations or persons designated by them for the purpose of data exchange, including its own employees, provided that the other party is liable for those employees.

25.6 **Data storage and printing**

25.6.1 **Identification**

Both parties shall record all messages in a fully chronologically identifiable manner and protect the data against manipulation to the extent possible. It must be possible to make the content of the documents readable at all times.

25.6.2 **Legal retention periods**

All parties shall keep the data for the legally defined periods of time.

25.6.3 **Enabling insight into data**

At the request of one of the parties, the other party shall provide a printout of the data exchanged.

25.6.4 **Invoices**

Upon request, both parties shall send a written invoice to the other party.

25.7 **Confidentiality**

25.7.1 **Storage**

Each party is obliged to treat the information, data and documents obtained through EDI in the context of the collaboration with the utmost confidentiality and to enforce this obligation among its own employees. All data exchanged may only be used in the context of the business relationship between the Supplier and the Client.

25.7.2 **Data Protection**

All parties shall take the necessary measures to ensure data protection and confidentiality.

26 ADDENDUM 3: CONSIGNMENT

26.1 Purchasing conditions

The Supplier acknowledges that the General Purchase Conditions of the Client also apply to a consignment collaboration, unless otherwise agreed in writing.

26.2 Definition

Consignment Goods are goods delivered by the Supplier to the Client at the Supplier's expense and risk (Incoterms® 2020 DDP) at a location indicated by the Client. The Client accepts to offer these Goods for sale exclusively in its own channels. This principle also applies to the extended range of Goods.

26.3 Ownership

Consignment goods remain the property of the Supplier until they are sold by the Client to third parties. In this case, the Supplier shall draw up an invoice for the Goods sold.

26.4 Commencement date & term

The consignment collaboration commences at the start of the collaboration and ends at the moment that the existing stock with the Client is financially taken over by the Supplier. (see also clause 26.5)

26.5 Takeover of existing stock

If, in the course of an existing collaboration, the Supplier and the Client agree to switch to a consignment collaboration, the Supplier shall take over the Client's existing stock financially. To this end, the Client shall provide the Supplier with an overview of the existing stock credited by the Supplier to the purchase value. From that moment on, the consignment operation will take effect.

26.6 Return of the Goods

On an agreed date, the Client shall collect the Goods at an agreed location, from where the Supplier can collect them at its expense and risk. In the event of such a return, all extended range Goods shall also be returned, which were returned by the Client's customers.

26.7 Storage

The Client undertakes to store the Goods in its own retail premises and distribution centres. The Client is not permitted to store the Goods elsewhere, unless agreed otherwise in writing.

The Client shall manage the delivered Goods with due care and diligence.

26.8 Inspection of the delivery

The delivery shall be checked in the same way as for non-consignment goods, see also clause 4.

26.9 Inspection of the stock

Subject to prior consultation and by appointment, the Supplier may enter the Client's premises where the consignment goods are kept.

26.10 Insurance

The Client undertakes to insure the consignment goods at purchase value against all standard risks such as fire, water damage and theft. The Client undertakes to pay the insurance premiums on time.

26.11 Sale and settlement

The Client is authorised to sell the consignment goods to third parties and shall collect the sales sums for this purpose.

The Client undertakes to report sales to the Supplier on a weekly basis, so that the Supplier can follow up the sale and draw up a stock replenishment proposal.

At the beginning of a new month, the Client shall communicate the sales of the previous month to the Supplier. The Supplier acknowledges that this overview is the only basis for drawing up an invoice.

The Client shall pay the Supplier's invoices in accordance with the term laid down in the Client's General Purchase Conditions, unless otherwise agreed in writing. The purchase prices are fixed for an entire season and cannot be changed unilaterally by the Supplier.

The Supplier accepts that extended range Goods returned by a customer of the Client shall also be included in the Client's stock as consignment items.

26.12 Replenishment of the Goods

The Supplier may draw up a proposal for the Client to replenish the stock to a desired level. However, this replenishment is not automatic and must always be approved by a Buyer or Merchandiser of the Client. Both the Supplier and the Client undertake to keep the product range in the Client's stores up-to-date at all times.

26.13 Return

At the end of a season (spring-summer/autumn-winter) or at any other agreed time, the Supplier shall collect the Goods, at its expense and risk, from a location indicated by the Client within five (5) working days after the Supplier has been notified by the Client. Returns shall always include the extended range of Goods returned by a customer of the Client.