



# **General purchasing conditions**

## **2026**

Author : Buying and Merchandising Department  
Version number : 1.0  
Issue date : 01/06/2026  
Document : General purchasing conditions 2026

**VERSION MANAGEMENT**

<b>Version no.</b>	<b>Issue date</b>	<b>Author / Details</b>
1.0	01/12/2025	Group Buying and Merchandising Department

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## 1 DEFINITIONS

- **Advanced Shipping Note (ASN)** is used by the Supplier or logistics providers to inform the Client about the contents of a shipment. It is the electronic version of the packing slip.
- **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., Tochtweg 4, 2642 AP 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 (ER) 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.
- **Master data** is all product information that the Client requires from the Supplier to enable the Client to create and manage the products in its supply chain. This includes information such as item number, item colour code, item description, item barcode, weight, dimensions, ..
- **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.*
- **Operations team** is/are the person(s) on the Client's warehouse and operations team who are responsible for recording and reporting the Supplier's performance against the Client's inbound delivery requirements.
- **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.

- **Supplier Compliance** is how the Client measures the extent to which the Supplier complies with the Client's inbound delivery requirements.
- **Re-orders:** all additional Purchase Orders of previously ordered Goods.
- A **business day** is a normal business day on which banks are also open (not Saturday, Sunday, or a public holiday).
- An **own brand** is a trademark of the Client for which the Supplier accepts the production.

## **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) business 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.
- 3.2.9 Contracts

#### **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® 2021 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) business 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) business days prior to delivery. The period of five (5) business 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 business 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 and/or ASN**

The contents of the delivery must correspond exactly with the packing slip and/or ASN(s) given at the time of notification. Packing slip and/or ASNs 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 24 hours of receiving the notification (during business days), together with the exact delivery address, provided that all necessary information has been properly provided as per section 23.6, 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, but is not limited to: (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. Refer to section 23.6 for a comprehensive overview of the entire verification process preceding the delivery confirmation.

#### **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 and/or ASN or delivery note**

If a packing slip and/or ASN 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 Missing barcodes (EAN)**

If barcodes are missing because they were not supplied on time by the Supplier. (see also 23.7.1).

#### **4.2.5 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.

#### **4.2.6 Deviations in notification**

##### **4.2.6.1 Shortage delivery**

If the Supplier delivers less than 95% of the announced (ASN) volume at line (SKU) level, the Client may reject the Goods

##### **4.2.6.2 Surplus delivery**

If the Supplier delivers more than 105% of the announced (ASN) volume at line (SKU) level, 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 announced, and the Client accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

#### **4.2.7 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

#### **4.2.8 Cash on delivery**

Under no circumstances shall cash on delivery be accepted.

#### **4.2.9 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 Euro palette**

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 (see 23.8).

### **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 business 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) business 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. For consignment goods, please refer to section 26.

## **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 Client 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 Client in obtaining substitute goods from a third party; and
- to claim damages for any other costs, loss or expenses incurred by the Client 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 23.11.

## **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.

#### **6.1.1 Brand's sustainability claims**

The Supplier guarantees that all sustainability claims made are correct, non-misleading, substantiated and fully in accordance with the legal form requirements. (see 27).

#### **6.1.2 Nederlandse Voedsel & Waren Autoriteit (NVWA) [www.nvwa.nl](http://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 & our environmental impact 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 Code of Conduct for Suppliers**

The Supplier acknowledges the Client's Code of Conduct for Suppliers, which aims to ensure that suppliers adhere to international conventions regarding working conditions, fair and respectful treatment of employees, ethical practices, animal welfare, and environmental policies. Suppliers are required to sign this document as evidence of compliance; in the absence of a signature, compliance with this Code is deemed to be confirmed by the acceptance of a Purchase Order.

#### **6.2.2 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 (see also 27). 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.

#### **6.2.3 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.

#### **6.2.4 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 endorse 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.

#### **6.2.5 Control & reporting**

All parts of the production chain are BSCI approved or approved by an equivalent external and independent control

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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) incorrect & misleading sustainability claims (see 6.1.1) and (v) 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 0., 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 ("**Yonderland**"), 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/or ASN and the invoice containing at least the contents specified in clause 23.12. The Client is free to make the payment within ten (10) business days after delivery, after deduction of a payment discount of 4%, 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 four (4) %.

#### **8.1.4 Marketing contribution**

The Supplier expressly agrees that the Client may charge four (4) % of the delivered Purchase Value by the Supplier to the Client on an annual basis as a marketing contribution. This contribution consists of 2% contribution to the general marketing of the Client and 2% contribution to brand-specific marketing of the Client. 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 2.

#### **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 23.12).

### **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) and at the latest at the time of the purchase itself (see 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 (EAN), 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 10 business days after the information request and ultimately 2 months before the delivery. 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.

#### **9.3 Conversion tables of the sizes**

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

#### **9.4 Sustainability**

The Supplier provides the sustainability credentials completely together with the commercial product information (see 27).

#### **9.5 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.

#### **9.6 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.
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## **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's Own Brand 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 for Own brand development or production, 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 in the context of Own brand development & production 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 0 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) business 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 **€0.90 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 0 - 2<sup>nd</sup> sending will be charged. Contact the order administration department at Bever for this purpose, which can only be reached by email [goederenbeheer@bever.nl](mailto: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 and/or ASN & a CMR-document are required to notify a delivery. A packing slip and/or ASN must, without exception, contain the following information:

- The PO-number of the Client
- The packing slip number
- The Supplier name as stated on the order confirmation
- The product code of the Supplier
- The colour code of the Supplier
- The Supplier size
- The total number of items on the packing slip/ASN
- Number of units per product-colour-size
- Number of boxes
- Number of pallets
- ASN-number
- 

**The appointment is made by e-mail with the packing slip and/or ASN in attachment, via:**

[mag-inslag@bever.nl](mailto: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) business 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.

Order number	Earliest delivery	Latest delivery	Delivery address	Total #	Total price
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. Delivered boxes shall always be clearly marked on the outside with the designation ER/B2B.

### 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 and/or ASN
- 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 4.2.6.1.

If all details are correct, the date of appointment shall be confirmed by the Client to the Supplier within 24 hours on business 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/delivery	Additional cost
Not or incorrectly labelled Goods	€165	€0.90 per label per delivery
Missing barcodes @ booking delivery	€220	€0.90 per missing barcode
Reprinting of price labels	See table under 23.7.2	
≥ 10 boxes not delivered on euro pallet	€220	
Delivery without notification	€220	
Delivery before appointment date	€165	
Delivery after appointment date	€220	
Missing PO number outside the box	€165	
Missing marking extended range (ER), leaflet or SMU	€165	
No grouping of similar SKUs	€220	

### 23.7.2 Cost of sending price labels

	<b>BENELUX<sup>1,2,3</sup></b>	<b>Outside BENELUX within EU<sup>1,2,3</sup></b>	<b>Outside EU<sup>1,2,3</sup></b>
1 <sup>st</sup> sending	Printing cost: €25/order +€0.004 / sticker + transport cost: €30	Printing cost: €25/order +€0.004 / sticker + transport cost: €40	Printing cost: €25/order +€0.004 / sticker + transport cost: €165
2 <sup>nd</sup> sending of same stickers (e.g. due to lost shipment)	Printing cost: €25/order +€0.004 / sticker + transport cost: €30 + admin. cost: €165	Printing cost: €25/order +€0.004 / sticker + transport cost: €40 + admin. cost €165	Printing cost: €25/order +€0.004 / sticker + transport cost: €165 + admin. cost €165

<sup>1</sup> there is a separate rate for urgent deliveries

<sup>2</sup> The Supplier is responsible for the completeness and accuracy of address details.

<sup>3</sup> If the transport costs are demonstrably higher; the actual costs will be invoiced.

### 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) business days of the Client's notification. After five (5) business 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	165 € admin + transportkost NL = 25,00 € BE = 45,00 € LU= 45,00 €	€165 admin + €45 transport cost	€165 admin + €165 transport cost
Per pallet	€165 admin + €110 transport cost	€165 admin + €295 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, if the transport costs are demonstrably higher; the actual costs will be invoiced.

### 23.7.4 Expenses related to content and product photography (non-ER)

Copywriting	€25/product
Editing	€25/product
Missing product features (incl. sustainability criteria)	€25/product
Translations	€165 fixed + €25/product/target language
Product photography	€35/product-colour

## 23.8 Physical delivery

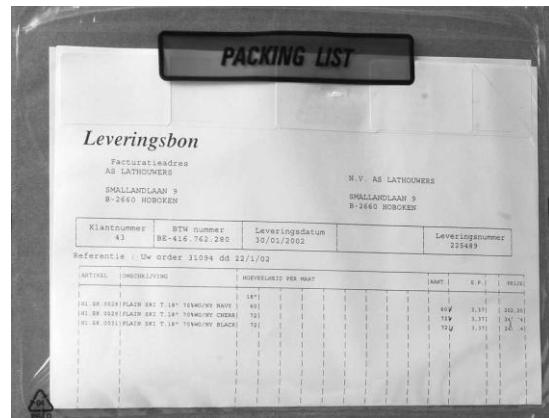
### 23.8.1 Packing slip and/or ASN & CMR-document

Deliveries without a packing slip and/or ASN will be refused. The packing slip and/or ASN upon delivery corresponds to the packing slip and/or ASN that was sent when the delivery was notified. A packing slip and/or ASN 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 and/or ASN & the CMR-document to the person in charge of receiving the Goods. In addition, a copy of this packing slip and/or ASN will be visibly attached to the exterior of a package (see also clause 4.2.3).



CMR-document



## Packing-slip

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

### 23.8.2 Purchase order statement

The purchase order number applicable to the delivery must always be displayed on the outside of the boxes.

### 23.8.3 Delivery extended range (ER) / B2B

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. Boxes must be visibly marked with "ER / B2B".

#### 23.8.4 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" or "SMU"

### 23.8.5 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

### 23.8.6 Packaging

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

- **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;
- The heaviest boxes should always be placed at the bottom of the pallet;
- Cardboard should always be placed inside a box to prevent damage to items when opening the boxes.
- Consider the environment: boxes should be optimally filled to avoid transporting unnecessary air.
- If a delivery consists of **10 boxes or more**, they must be delivered on a euro palette.
- If a delivery consists of **10 boxes or more**, the packing slip and/or ASN 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 Delivery Method

Only trucks that fit at the loading dock can be unloaded. Vehicles with side openings are, by definition, excluded from being unloaded at the loading dock.

### 23.10 Inspection of the delivery

#### 23.10.1 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.

#### 23.10.2 Quality inspection

- Packaging complies with the requirements laid down (see Clause 23.8.6);
- Is each individual SKU correctly packed;
- Does the packing slip and/or ASN 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

#### 23.10.3 Check of quantity

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

#### **23.10.4 Notice of erroneous delivery**

##### **23.10.4.1 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 and/or ASN 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.

##### **23.10.4.2 Financial**

In the event that no subsequent delivery is requested in accordance with clause 23.10.4.1 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) business days. The Supplier must state the corresponding packing slip and/or ASN number with each payment.

#### **23.10.5 Notice of surplus delivery**

##### **23.10.5.1 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 and/or ASN number of the Supplier;
- A return order (see 23.11), possibly with a request for a credit note
- If the surplus Goods or quantities are accepted, a request for an additional invoice

##### **23.10.5.2 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.

### **23.11 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:

#### **23.11.1 General procedure**

- Within five (5) business 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) business days, in which case the Client shall organise the transport at the Supplier's expense and risk. See also Clause 23.7.3

#### **23.11.2 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.

#### **23.11.3 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. In case of a recall, the Buyer concerned as well as the After-Sales Service are always informed (see 23.14)

#### **23.11.4 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) business 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.

#### **23.11.5 Guarantee or repair cases**

See Addendum 2

### **23.12 Invoicing**

Invoices must always comply with the legal form requirements and must be issued to the correct legal entity (see Clause 23.13).

#### **23.12.1 Guidelines:**

- Invoices must be submitted exclusively through electronic means via EDI.
- Invoices or credit notes should be sent in PDF format, with an OCR layer.
- VAT-registered companies in Belgium are required to submit invoices via PEPPOL.
- A single message may contain multiple invoices, with each invoice included as a separate attachment. Multiple invoices in one attachment cannot be processed.
- All documents related to an invoice may be included in a single attachment, with the invoice placed at the front of the attachment.
- Emails must not exceed 10MB in size.
- Invoice dates must always be after the physical delivery date. If this is not adhered to, the Client will use the delivery date, rather than the invoice date, to determine and comply with the payment deadline.

#### **23.12.2 Commercial Goods**

- For every order, the Supplier will receive a PO number. Indicate this PO number together with your packing slip and/or ASN number on the invoice or credit note -> *PO number/packing slip and/or ASN 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 slip and/or ASNs, unless a (sub)total is stated on the invoice per PO number/packing slip and/or ASN, followed by the product details.
- Multiple invoices for one PO number will however be accepted.

#### **23.12.3 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.

**23.13 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	<a href="mailto:GoodsInvoice@bever.nl">GoodsInvoice@bever.nl</a>

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	<a href="mailto:Invoice@bever.nl">Invoice@bever.nl</a>
Services & costs	Bever Investments B.V.	Postbus 113, 2640 AC Pijnacker	NL813680256B01	27269142	<a href="mailto:InvoiceBZI@bever.nl">InvoiceBZI@bever.nl</a>

Financial reminders or reminders for all entities	<a href="mailto:reminder@bever.nl">reminder@bever.nl</a>
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**23.14 contact details**

Department	Telephone number	E-mail address
Reception	+31 (0)79 347 11 11	<a href="mailto:receptie@bever.nl">receptie@bever.nl</a>
Order administration - Reception Goods	+31 (0)79 347 11 11	<a href="mailto:mag-inslag@bever.nl">mag-inslag@bever.nl</a>
Order administration - Barcodes	+31 (0)79 347 11 11	<a href="mailto:barcodes@yonderland.com">barcodes@yonderland.com</a>
After-Sales Service (Customer Service)	+31(0)85 888 50 88	<a href="mailto:klantenservice@bever.nl">klantenservice@bever.nl</a>
Accounting	+31 (0)79 347 11 11	<a href="mailto:reminder@bever.nl">reminder@bever.nl</a>

	Address
Head office	Tochtweg 4, 2642 AP Pijnacker, The Netherlands
Meeting rooms	Tochtweg 4, 2642 AP Pijnacker, The Netherlands
Warehouse	Tochtweg 4, 2642 AP Pijnacker, The Netherlands
Warehouse extended range - B2B - SCO	Tochtweg 4, 2642 AP Pijnacker, The Netherlands

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23.15

**23.16 Opening Hours**

<b>Department</b>	<b>Monday to Thursday</b>		<b>Friday</b>	
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 for all Non-Conforming Goods and, at the Client's discretion, demand a full refund (including handling and freight costs).

### **24.1 Effects**

The Client envisages the following process for the Supplier to enact this warranty. In exceptional cases, there is a warranty buy out option, which can only be selected by the Client.

#### **24.1.1 Theoretical periodic invoice**

All guarantee cases shall be reported to the Supplier on an agreed period basis (or standard quarterly) via an overview in the invoice. The Supplier receives an invoice equivalent to the purchase price of the Goods or the repair cost. The Goods are not set aside for the Supplier. Usable Goods will be handled in the most sustainable way in our own recycle centre.

#### **24.1.1 Guarantee cases within the first 12 months after purchase by the end consumer**

Defects that arise within the first twelve (12) 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 or repair the product under warranty. 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.

#### **24.1.2 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.

### **24.2 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. Repairs under warranty are carried out by the Client itself, or by local repair partners selected by Client. For repairs within warranty, the Client pays the shipping costs for sending to repair services. The repair costs, together with the handling and transport costs, are charged to the Supplier through the periodic invoice..

#### **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) business 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**

As far as technically possible, the Client expects the Supplier to make every effort to exchange information via 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 Business 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 4: 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) business 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.

## **27 ADDENDUM 5: ENVIRONMENTAL & SOCIAL GOVERNANCE**

In addition to the Guarantees in Chapter 6, the Client is committed to limiting environmental footprint of its operations and products sold and expects this from the Supplier as well. Limiting the environmental impact is also an important criterion when building our collections. To assess the sustainability of the product assortment, the Client utilizes its proprietary label, "Our Planet," for internal purposes. This label is granted to products that meet the criteria established by the Client.

### **27.1 Authorised external labels**

The "Our Planet" label is based on a set of criteria spanning from the sourcing and creation of raw materials (e.g. recycled fibres, no harmful chemicals etc.) to the manufacturing of the products, to social responsibility (e.g. Fair Wear), to more sustainable lifecycle (e.g. second-hand, lifetime guarantee etc.) and to protecting the outdoors (e.g. via "1% for the Planet Pledge").

These criteria and respective thresholds and external accreditations required to achieve the "Our Planet" label, are being reviewed on an annual basis to keep in line with industry development as well as to push the industry to become even more sustainable. The Client reserves the right to tighten these guidelines at any time and/or to add or remove external labels from the list, which is available upon request. The most up-to-date information is always available from the Buyer on request.

### **27.2 Providing sustainability credentials & timing**

The Supplier provides the sustainability credentials completely together with the commercial product information (see also clause 9.4). If information has not been provided, the Client does not guarantee the Supplier's product will be labelled with the "Our Planet" label, even if the criteria have been fulfilled. The required sustainability information consists of the following elements:

- providing an overview of all accreditations applicable at company or brand level
- providing a seasonal overview of all accreditations applicable at product level
- providing substantiation of all sustainability claims made by the brand (both at company, at brand and at product level)

To enable the Client to process the Supplier's product's sustainability-related information, the Client asks the Supplier to submit the relevant information via either the industry-wide SDEX (Sustainability Data Exchange File) set up for the outdoor industry by the EOG (European Outdoor Group) and widely accepted amongst retailers and brands, or the Supplier's own OUR PLANET request file.

The SDEX excel file can be found on the EOG website ([here](#)) and the Client strongly recommends using this format as several retailers have accepted this format and as such, can be used for other retailers you sell to as well.

### **27.3 Information obligation**

The Supplier undertakes to inform the Client within 2 business days, of any (legal) investigations initiated against the Supplier relating to the sustainability claims made by the Supplier. This allows the Client to take the necessary precautions to amend the information provided to its customers.

### **27.4 Social Responsibility**

The Client upholds stringent standards regarding social responsibility, which are comprehensively outlined in our 'Code of Conduct for Suppliers.' For suppliers of our Own Brands, the Code of Conduct is further detailed in the 'Workplace Instructions.' Please refer to Chapter **Error! Reference source not found.** for additional information.

## **27.5 Corporate Sustainability Reporting Directive (CSRD)**

The Supplier agrees to fully cooperate with the Client by providing all necessary information and documentation required for compliance with the Corporate Sustainability Reporting Directive (CSRD) or any other applicable sustainability reporting requirements. This includes, but is not limited to, the disclosure of relevant environmental, social, and governance (ESG) data, supply chain information, and any other details necessary for the accurate completion of the CSRD report. The Supplier shall provide such information in a timely, accurate, and comprehensive manner, and promptly respond to requests for clarification or additional details to enable Yonderland to fulfill its legal and regulatory reporting obligations.

## **27.6 Certification**

To ensure the validity of our scheme, the Client runs random spot checks each season. At the request of the Client, the Supplier shall provide all information relating to the sustainability certificates or other legally required documents and guarantees that this information is correct, non-misleading, and fully in accordance with the legal form requirements. (see 6.1.5)

Should the Supplier fail to provide adequate evidence for a sustainability claim made on any of its product lines, the Supplier will be disqualified in whole or in part from participating in the "Our Planet" label. (see also 6.1.5)

## **27.7 End-of-life stock**

The Client has made a "Zero Stock to Landfill" pledge. To ensure we adhere to our pledge, we strictly follow the waste hierarchy of (1) re-use, (2) repair for reuse, (3) repurpose, (4) recycle or (5) dispose of to deal with any of our end-of-life stock. This encompasses stock the Supplier credits us for but do not take back (see also 24).

Any stock not taken back by the Supplier will be dealt with according to this waste hierarchy. By not taking back the stock, the Supplier agrees for us to reuse, repurpose, recycle, or dispose as the Client sees fit.

The Client currently donates stock to charities for re-use and/or repurposing and partner with third-parties donating and/or re-selling usable stock in countries outside the European Economic Area and/or recycling stock into its components and/or disposing of stock via incineration, where no other waste stream is viable.

## **27.8 Climate Action Progress Information**

Since July 2023, the Client has had its Near-Term Climate Targets approved by the SBTi ([Science-Based Target Initiative](#)).

In addition to committing to reduce the Client's direct carbon footprint (Scopes 1 and 2) by over 50% by 2027, the Client has also set a Supplier Engagement Target. It is the Client's goal to have over 74.6% of its suppliers to set their own science-based aligned climate targets by 2027.

The climate objectives of the Client's Suppliers serve as a selection criterion for future collaborations and the development of collections. To allow the Client to incorporate the Supplier's climate actions into purchasing decisions, the Supplier agrees to report its targets and progress via the "Climate" tab on the SDEX file (or a similar document that covers the same content) provided by the EOG ([here](#)). The Client will assess the Supplier through a vetting process, the results of which will determine subsequent actions by the Client, primarily aimed at encouraging the Supplier to enhance its climate initiatives.

## **27.9 Extended Producer Responsibility (EPR)**

Extended Producer Responsibility (EPR) is a set of regulations that obligate companies manufacturing products to collect and reuse the waste generated by their products. This means that companies must contribute to the local government ([see here](#)), with the contribution amount depending on the specific product group and the country where the sale to the end consumer occurs. The Supplier fully acknowledges its compliance with EPR obligations in each country where the Client operates commercially. If necessary, the Supplier must provide the required proof of compliance with EPR obligations to the Client. Any fines or other costs imposed by government authorities on the Client will be passed on to the Supplier.

#### **27.10 Per- en Polyfluoralkylverbindingen - PFAS**

Certain members of a class of chemicals, Perfluorinated Compounds (PFC), more recently termed as Per-and Polyfluorinated Alkylsubstances (PFAS), are often used to add water, oil and stain repellent finishes on textile fabrics.

Per- and Polyfluoroalkyl Substances (PFAS) are banned within the EU, including undecafluorohexanoic acid (PFAxA) and related substances.

Many PFAS have been found to cause long-term health effects, depending on the level and duration of exposure, including at very low levels. PFAS are often referred to as 'forever chemicals' because of their resistance to degradation and their resulting persistence in the environment.

Typical concentrations of Total Fluorine on finished fabrics are in the range of 500 to 750 mg/kg, however concentrations of 300 ppm are required for good repellent performance.

Due to huge number of PFAS (the OECD has published a list containing 4730 PFAS that will be banned in future) it is technically not possible to identify and quantify all PFAS that may be contained in products or components thereof.

The Client expects that NO products within its range, including all apparel, equipment and accessories will contain any intentional addition of PFAS, and the tested results may show no more than the EU set limit of 50 ppm.

#### **27.11 Microplastics**

All textiles will shed tiny pieces of themselves each time they are worn and washed. While the particles from natural fibres will degrade, the ones from plastic based fibres and fabrics do not.

Microplastics are known to take 100s or even 1000s of years to break down and are now in the air we breathe, the water we drink and the food we eat as they easily enter the water table.

While filtration at laundry level can help reduce the emissions generated by textiles, the Client requires the Supplier to use fabrics that can be proven to shed a minimal amount of microplastics from the outset.

#### **27.12 Single-use plastic**

The Client recognises that single-use plastics cause negative impact on our planet for two main reasons: (1) its production from fossil fuel and thus indirect support of an industry responsible for climate change and (2) its end-of-life disposal, which even in developed nations, continues to be a challenge due to low recycling rates and inadequate recycling mechanisms for Low-Density Poly-Ethylene (LDPE).

The Client understands the wish of our Suppliers to find better ecological alternatives. However, the Client would like to emphasise that the *most environmentally sustainable*, given the realities of our supply chains and warehousing and the risk of damage of products due to dirt or water, *is* in fact a transparent plastic cover.

While plastic has suffered from a negative brand image due to its close link to the fossil industry and its disposal problems, the Client wants to re-emphasise, it is best suited for protecting our products due to its malleability, extremely light weight, waterproofness and when sourced from recycled materials, its minimal environmental impact from production.

These findings have been confirmed by the research conducted by the European Outdoor Group (EOG), which is published on their website.

To address the downsides of single-use plastic the Client strongly encourages all its Suppliers to switch to 100% recycled plastic and thus capping the link to the fossil fuel industry. To ensure the bag is in the best condition for further reuse and recycling the Client also strongly recommends reducing the print on bags to an absolute minimum and using a pillow-case format which avoids the need for sealing strips keeping the poly bag as uncontaminated as possible, and thus the recycled product of higher quality. For exact specifications please refer to the EOG-website.

To address the end-of-life disposal, the Client is participating in recycling schemes together with other members of the EOG, collecting the polybags at its warehouse and recycling them with specific recycling companies that turn the bags back into raw material for further poly bags, thus fully closing the loop.

Initial trials have already been conducted and have shown extremely promising results given the high quality of the

recycled material compounds.

The Client hopes that in the medium to long term future our collective industry supply chains and warehousing have transformed sufficiently to make any protective wrapping unnecessary, the current realities make such a protective layer mandatory.