

## Article 1. Definitions

- In these general terms and conditions is meant by:
- Buyer: the natural person or legal entity who exercises a profession or business.
- Defect: Any deviation of the Products from the Specification and any other inadequate functioning of the Products or services provided;
- PPP Disputes Committee: the Disputes Committee set up by the Platform Promotional Products association;
- Delivery term: the term specified in the Agreement within which the Products must be delivered;
- Supplier: the user of these general terms and conditions, in this case the members of the Platform Promotional Products association, who have a (pre-) contractual relationship with the Buyer;
- Order: Every order from the Buyer to the Supplier to deliver Products in any form whatsoever;
- Agreement: every agreement that is concluded between the Supplier and the Buyer, any amendment or addition thereto, as well as all (legal) acts in preparation and/or execution of that agreement;
- Remote agreement: an agreement concluded between the Supplier and the Buyer in the context of an organized system for remotely selling products, digital content and/or services, whereby from the start till the conclusion of the agreement, only or partly use is made of one or more techniques for remote communication;
- Products: All goods produced and/or delivered for the execution of an Order or Agreement by or on behalf of the Supplier and - whether or not part thereof - services to be provided by the Supplier, including advice and creative expressions;
- Specification: The description of Products ordered by the Buyer which is mentioned or to which reference is made in the Order or the Agreement.
- Website: The webshop of the Supplier on which Products are offered that can be purchased by Buyers.

## Article 2 Applicability

- Paragraph 1: Unless otherwise agreed in writing, these general terms and conditions apply to all offers and quotations from the Supplier and to every Agreement between the Supplier and the Buyer.
- Paragraph 2: The applicability of any general (purchase) terms and conditions used by the Buyer is explicitly rejected by the Supplier, unless the applicability thereof has been explicitly accepted by the Supplier in writing.
- Paragraph 3: Before the remote contract is concluded, the text of these general terms and conditions will be made available to the Buyer. If this is not reasonably possible, the Supplier will indicate how the general terms and conditions can be reviewed by the Supplier before the remote contract is concluded and that they will be sent free of charge as soon as possible at the request of the Buyer.
- Paragraph 4: If the remote contract is concluded electronically, in derogation from the previous paragraph and before the remote contract is concluded, the text of these general terms and conditions can be made available electronically to the Buyer in such a way that these can be easily stored by the Buyer on a durable medium. If this is not reasonably possible, it will be indicated, before the remote contract is concluded, where the general conditions can be reviewed electronically, and that at the request of the buyer they will be sent free of charge electronically or otherwise.

- Paragraph 5: If a provision in these general terms and conditions proves to be invalid, this does not affect the validity of the entire general terms and conditions. In that case parties will draw up (a) new provision(s) as replacement which matches the intention of the original provision as much as is legally possible.

## Article 3 Offers

- Paragraph 1: All offers in whatever form are without obligation to the Supplier and must be understood as one whole. If an offer contains a term for acceptance, this only means that the offer has in any case expired after this period.
- Paragraph 2: All images, catalogs, drawings and other data provided with the offer, such as measurements, weights and quantities, are as accurate as possible. These statements are only binding insofar as this is expressly confirmed.
- Paragraph 3: All quotations and offers are based on performance of the Agreement under normal circumstances and during normal working hours.
- Paragraph 4: The content of the website and the offer is composed with the utmost care. However, Supplier cannot guarantee that all information on the website is correct and complete at all times. All prices, the offer and other information on the website and in other material originating from the Supplier are therefore subject to change.

## Article 4 The agreement

- Paragraph 1: The agreement is concluded at the moment of acceptance by the Buyer of the offer and the fulfillment of the conditions set thereto or after the Supplier has made a start with the performance after statements by the Buyer. If due to circumstances, including the nature, size or urgency of the Order, no order confirmation has been sent, the invoice will be regarded as order confirmation.
- Paragraph 2: If the Buyer has accepted the offer electronically, the Supplier will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the Supplier, the Buyer can dissolve the agreement.
- Paragraph 3: If an offer is accepted by the Buyer, the Supplier has the right to revoke the offer within 3 (three) working days after receipt of the acceptance. The Supplier shall immediately inform the Buyer of such a revocation.
- Paragraph 4: If the agreement is concluded electronically, the Supplier will take appropriate technical and organizational measures to protect the electronic transfer of data and ensure a secure web environment. If the Buyer can pay electronically, the Supplier will take appropriate security measures to this end.
- Paragraph 5: If it appears that incorrect information has been provided by the Buyer when accepting or otherwise concluding the agreement, the Supplier is entitled to only comply with its obligation after the correct information has been received.
- Paragraph 6: The Supplier may, within statutory frameworks, - inquire whether the Buyer can meet his payment obligations, as well as inquire about all those facts and factors that are important for the responsible conclusion of the remote contract. If the Supplier based on this investigation has good reasons not to conclude the agreement, he is entitled to refuse an order or request or to attach special conditions to the execution. The Supplier who, on the grounds of the investigation, refuses the request or attaches special conditions to it, informs the Buyer of this as soon as possible but no later than within 3 days of concluding the contract, stating the reasons.
- Paragraph 7: All documents, specimens or samples relating to offers made by the Supplier and/or the Agreement are and remain the property of the Supplier and may not be given, provided for review to third parties, be multiplied or

imitated in whatever way, without prior written permission. The Buyer is obliged to return the goods to the Supplier free of charge and, insofar as applicable, in their original packaging, within fourteen days of a request made by the Supplier for this purpose.

- Paragraph 8: If a Buyer, after the conclusion of the Agreement, wants to completely or partially terminate this prematurely, then the Buyer shall owe the Supplier the costs incurred by the Supplier in respect of: already purchased Products, the Supplier's account/support hours and the cost of external parties engaged.

## Article 5 Prices

- Paragraph 1: All prices stated on the website and in other material originating from the Supplier are exclusive of VAT (unless stated otherwise) and unless otherwise stated on the website, excluding other levies imposed by the government.
- Paragraph 2: The price or prices stated in the offer are based, unless otherwise agreed, on the price-determining factors applicable to the Supplier at the time of this offer, such as labor costs, cost prices of raw materials or materials and exchange rates. Price increases as a result of a change in one of these price-determining factors after the offer may be passed on by the Supplier to the Buyer, also in the event that the Agreement has already been concluded.
- Paragraph 3: If the application of the previous paragraph should result in a price increase of 10% or more within a period of 3 months after the conclusion of the Agreement, the Buyer is entitled to dissolve the Agreement within 7 working days after being informed of the price increase, by means of a registered letter, without being entitled to any compensation.
- Paragraph 4: Any additional costs, such as delivery costs and payment costs, are stated on the website and in any case shown in the ordering process.

## Article 6 Delivery of processed Products

- Paragraph 1: In the event that the Supplier receives an order to deliver Products specially processed (or composed) on behalf of the Buyer, the Buyer is obliged to deliver sufficient materials suitable for the processing. As long as the Buyer has not fulfilled this obligation, the Supplier is entitled to suspend its obligations under the Agreement.
- Paragraph 2: The Supplier is only obliged to send a proof, model, sample or example to the Buyer in advance for approval if this has been stipulated in writing by the Buyer at the conclusion of the Agreement. In that case, the Supplier undertakes to submit a proof, model, sample or example to the Buyer at the latest two weeks after the conclusion of the Agreement and after receipt of the materials to be processed, which is deemed to have been approved if there is no response in writing within five working days.
- Paragraph 3: All costs of the proof, model, sample or example are charged separately and are not included in agreed prices unless expressly agreed otherwise.

## Article 7 Consultancy work and product development

- Paragraph 1: Supplier can, if requested, act advisory. The Supplier is entitled to charge this separately to the Buyer, regardless of whether the advice relates to Products produced and or delivered by or on behalf of the Supplier under the Agreement.
- Paragraph 2: In case of product development, advice on promotional products to be applied, advice regarding creative concepts, quotations for extensive projects with processed or unprocessed products, national or international market research into specific products or product applications for products not specifically defined, the provisions of paragraph 1 of this Article shall apply in full.

## Article 8 Engagement of third parties

The Supplier is entitled to engage third parties in the execution of the Agreement. He is also entitled to transfer rights and obligations arising from the Agreement to third parties.

## Article 9 Deliveries, Delivery periods and Force Majeure

- Paragraph 1: Delivery periods are approximate and can never be regarded as a deadline, unless expressly agreed otherwise. Delivery periods shall only commence as soon as the Agreement has been concluded in accordance with Article 3, all information required for the execution of the Agreement has been provided and the Buyer has paid the purchase price or the agreed instalment(s) or the security requested by the Supplier has been provided.
- Paragraph 2: If the delivery is prevented in whole or in part by force majeure, the Supplier is entitled to suspend the delivery, and - in case the situation that causes force majeure lasts longer than three months or as soon as it is certain that it will last longer than three months - to terminate the Agreement insofar as not executed, in whole or in part and to demand payment in respect of the parts that have been executed, all this without the obligation to pay any compensation to the Buyer.
- Paragraph 3: Force majeure includes, but is not limited to, fire, flood, strike, epidemics, (civil) war, terrorism, government measures, not (timely) availability of permits, trade embargoes, labor unrest, power loss, business failures, shortcomings or unlawful behaviour of supplier and subcontractor(s) of the Supplier or other third parties, including any defects in the goods delivered by them to Supplier, and not (timely) or insufficient availability of materials, transport, fuels, energy and labor force.
- Paragraph 4: Delivery takes place ex-factory, unless expressly agreed otherwise. Costs for transport and insurance are at the expense of the Buyer, even if it is agreed that the Supplier will take care of the transport. The transfer of the risk of the Products takes place at the time of delivery, as this must take place on the basis of these general terms and conditions. The transport takes place at the risk of the Buyer, even if the carrier has explicitly stipulated that all transport documents must state that all damage resulting from the transport is for the account and risk of the sender.
- Paragraph 5: In the event that the Supplier takes care of the transport, the Buyer or any third party appointed by him must report any transport damage to the carrier or forwarding agent immediately after receipt, but no later than 12 hours after receipt of the Products and send a copy thereof to Supplier.
- Paragraph 6: Products that have not been purchased by the Buyer or the third party appointed by him after the expiry of the Delivery Period are stored by the Supplier at the expense and risk of the Buyer. In the event of late acceptance, the Supplier shall be entitled to dissolve the Agreement after a period of 14 days after the expiry of the Delivery Period, without prejudice to the Supplier's right to compensation and without prejudice to the Supplier's right to sell the Products to third parties.

- Paragraph 7: If the Products in terms of colour, composition, weight, appearance, etc. slightly differ from the previously provided models, samples or examples or otherwise differ from what has been agreed, the Products concerned shall be deemed to comply with the Agreement. In any event, the Supplier shall be deemed to have fulfilled its delivery obligations if the weight or the number of Products delivered does not deviate more than 5% from what has been agreed upon.
- Paragraph 8: Part delivery of Products is permitted by the Supplier, whereby each shipment may be invoiced separately.

## Article 10 Complaints

- Paragraph 1: The Supplier guarantees that the products, services and digital content comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the provisions and/or government regulations applicable on the date of the conclusion of the agreement.
- Paragraph 2: If the delivered product, the delivered service or digital content does not comply with the agreement (faulty or defective), the Buyer must notify the Supplier about this within 3 working days after he reasonably could have discovered this. If Buyer does not do this, he can no longer claim any form of repair, replacement, compensation and/or refund in respect of this defect.
- Paragraph 3: If the Supplier considers a complaint to be well-founded, the relevant products will be repaired, replaced or (partially) reimbursed after consultation with the Buyer. The Supplier can also refer the Buyer to a manufacturer or supplier.
- Paragraph 4: If the Supplier agrees with the Buyer to return products based on what is stated in this Article, the Buyer must return the products as quickly as possible. If a refund of prepaid amounts is made, the Supplier will refund these amounts within 30 days of receipt of the products.
- Paragraph 5: It is possible that manufacturers and/or suppliers offer their own guarantees. These guarantees are not offered by the Supplier. If the Supplier chooses this, he can mediate in the invocation of these guarantees by the Buyer.

## Article 11 Retention of property

- Paragraph 1: All Products delivered to the Buyer remain the property of the Supplier, but are at the expense and risk of the Buyer from the moment of delivery, until all amounts due under the Agreement as well as the claims due to the failure of the Buyer to comply with this or any other agreement(s), including interest and costs of collection, have been paid in full by the Buyer.
- Paragraph 2: As long as the ownership of the delivered Products has not been transferred to the Buyer, the Buyer is not permitted to process the Products, to dispose of the products beyond his actual control, to sell them, to pledge or to encumber them in any other way, he will furthermore take all appropriate measures. to separate these Products and to keep them separate from the other items present at the Buyer and to do all that is necessary to prevent mixing, access or case formation.
- Paragraph 3: The Buyer undertakes not to assign or pledge claims that he obtains against his buyers to third parties and furthermore undertakes to pledge these claims, as soon as the Supplier expresses the wish to do so, to the Supplier in the manner indicated in art. 3: 239 of the Dutch Civil Code to provide more security for his claims against the Buyer for whatever reason.



- Paragraph 4: The Buyer is obliged to inform third parties who want to make a claim on the Products delivered by the Supplier in writing about the ownership right of the Supplier. The Buyer must immediately inform the Supplier of this in writing.
- Paragraph 5: If the Buyer fails to fulfill its obligations or, if the Supplier has good reason to fear that the Buyer will fall short in its obligations, the Supplier may invoke the retention of property he has made, in which case the Buyer shall be obliged, if requested, to immediately transfer the delivered Products free of charge under the actual control of the Supplier. The Supplier is furthermore entitled to retrieve these Products from the place where they are located at the Buyer's expense. The Buyer hereby grants the Supplier an irrevocable authorization to enter the spaces used thereto by or for the Buyer. After collection, the Buyer will be credited for the market value, which in no case will be higher than the original purchase price, less the costs of the collection and damage suffered by the Supplier.

## Article 12 Transaction duration: notice period and extension

- Paragraph 1: The Buyer can always terminate an agreement that has been concluded for an indefinite period and which extends to the regular delivery of Products, with due observance of the agreed termination rules and a notice period of two months.
- Paragraph 2. The Buyer may terminate the agreements mentioned in the previous paragraphs in writing.
- Paragraph 3. An agreement that has been concluded for a fixed period and that extends to the regular delivery of products, digital content or services, is tacitly renewed for the same duration as agreed.
- Paragraph 4. The aforementioned notice periods equally apply for termination by the Supplier.

## Article 13 Payment

- Paragraph 1: Unless otherwise agreed in writing and without prejudice to the provisions of the following paragraph, payments must be made to the Supplier in euros, either net cash or to the office of the Supplier by means of bank transfer or payment to a bank- or giro account to be designated by the Supplier, at the discretion of the Supplier, always within 14 days of the invoice date. The Supplier is entitled to invoice electronically, with which the Buyer hereby declares to agree with this.
- Paragraph 2: Debt comparison or other forms of settlement are never permitted without explicit written agreement.
- Paragraph 3: The Supplier is at all times entitled to demand sufficient prepayment or security from the Buyer, this at his discretion, for the fulfilment of the payment obligations of the Buyer, before he delivers or continues with the delivery, whereby the Supplier is entitled to suspend further deliveries if Buyer does not meet this requirement, even if a fixed delivery time has been agreed, all this without prejudice to the right of the Supplier to claim compensation of damage due to late or non-execution of the Agreement.
- Paragraph 4: If the Buyer has not paid the amount owed pursuant to the Agreement within the agreed term, he is legally in default. Supplier has the right to increase the amount due with the statutory interest and the Supplier is entitled to charge the extrajudicial collection costs incurred by him and possible procedural costs and to recover these from the Buyer.
- Paragraph 5: If the Buyer is in default in respect of its obligations under the Agreement or these general terms and conditions, all payment obligations of the Buyer to the Supplier, regardless of whether or not these have already been invoiced, shall become immediately due as from that moment on.

## Article 14 Intellectual, industrial property rights and Secrecy

- Paragraph 1: All intellectual and industrial property rights (including trademark rights, design rights and patents) on all designs, drawings, models, samples and examples made available or developed under the Agreement (hereinafter "the Information") are vested exclusively in Supplier unless expressly agreed otherwise.
- Paragraph 2: The Buyer is not entitled to use the Information referred to in the previous paragraph other than for the use of the Products as intended in the Agreement to which these are related.
- Paragraph 3: The Buyer will observe confidentiality with regard to all Information, Specifications, all company information and know-how concerning and originating from the Supplier made available to the Buyer for the performance of the Agreement. If requested, the buyer must immediately transfer the confidential information as well as all copies or other multiplications thereof to the Supplier.

## Article 15 Infringement of rights of third parties

- Paragraph 1: If a competent judge in a lawsuit against the Supplier irrevocably establishes that a Product delivered by the Supplier infringes an intellectual or industrial property right of a third party, the Supplier shall replace the relevant item for a Product that does not infringe the right in question, attempt to acquire a right of use in this respect or refund the Buyer the price paid for that Product, reduced by a reasonable depreciation.
- Paragraph 2: In the event of replacement or refund, the Supplier is entitled to attach the condition thereto that the originally delivered Products must be returned.
- Paragraph 3: With regard to any infringement of rights of third parties, the Supplier has no obligation other than the replacement, acquisition or repayment obligation mentioned in the first paragraph.
- Paragraph 4: In the event that an Order is executed according to design, drawings, recipes, Specifications or instructions, provided by or on behalf of the Buyer, or when use is made of goods to be supplied by or on behalf of the Buyer, the Buyer can not claim the above in this respect. The Buyer indemnifies the Supplier against all claims relating to infringements of third-party intellectual property rights or industrial property rights.

## Article 16 Liability

- Paragraph 1: Supplier accepts liability only if:
  - The damage is the direct consequence of intent or gross negligence on the part of the Supplier or managerial subordinates of the Supplier;
  - The damage is the direct result of a demonstrable Defect in the Products produced and / or delivered by the Supplier, insofar as these do not offer the safety that can be expected under all circumstances.
- Paragraph 2: Supplier does not accept any liability for improper placement of the company logo and/or company name on items of the Buyer, other processing of the Buyer's items and/or delivery of Products, if and insofar as the Defect is the result of inaccuracy , or imperfections in the design provided by the Buyer to the Supplier, as well as for infringements that the design makes on the rights of third parties.

- Paragraph 3: The total liability of the Supplier due to attributable shortcoming in the fulfillment of the Agreement is in any case limited to compensation of the material and direct damage up to the amount stipulated separately for the relevant Products (excluding VAT).
- Paragraph 4: For the damage described above, the Supplier in any case accepts no liability for the damage for which his insurer does not pay (on request the Supplier will provide the Buyer with a copy of the relevant insurance contract). Furthermore, the total liability of the Supplier will never exceed the total amount of € 50,000 per event.
- Paragraph 5: The supplier can only be held liable for the (in) direct damage for which it explicitly accepts liability in these Terms and Conditions.
- Paragraph 6: The Buyer indemnifies the Supplier against all claims of third parties who claim to have suffered damage as a result of a Defect in a item delivered by the Buyer to a third party and which (also) consisted of goods delivered by the Supplier, except if and insofar as Buyer proves that the damage is solely and exclusively caused by the Products delivered by the Supplier.
- Paragraph 7: In the event of force majeure as referred to in Article 8 paragraph 3 of these general terms and conditions, Supplier shall never be liable for any damage whatsoever.
- Paragraph 8: Insofar as not expressly agreed otherwise in writing, all legal claims under the Agreement and these general terms and conditions lapse on the expiry of one year after delivery date.

## Article 17 Refund goods rented or on loan

- Paragraph 1: If the Supplier has rented goods and/or giving goods on loan to the Buyer in connection with the performance of the Agreement, whether or not against a fee, the Buyer is obliged to return these items immediately after termination of the Agreement, for any reason whatsoever, in their original condition, free of defects and complete. The aforementioned term has to be considered as a deadline.
- Paragraph 2: If the Buyer, for whatever reason, fails to comply with the obligation referred to in paragraph 1, the Supplier has the right to recover the resulting damage and costs from the Buyer, including the costs of replacement and loss of rental income, without prejudice to all other rights vested in the Supplier.

## Article 18 Dissolution

- Paragraph 1: If the Buyer fails to comply with one of its obligations towards the Supplier, fails to do so on time or improperly, applies for suspension of payments, goes bankrupt or discontinues his business, in the event of a legal merger or if a substantial part of the control of the Buyer comes in other hands, all invoices are due immediately and Supplier is entitled to dissolve all or part of the Agreements concluded with the Buyer by means of a written statement (without any judicial intervention and/or further notice of default being required) and the Supplier is entitled to compensation of all direct, indirect and consequential damages, including lost profits, without prejudice to all his other legal rights.
- Paragraph 2: If the Supplier does not, not timely or not properly comply with its obligations after a written notice to this effect, the Buyer can dissolve the Agreement for the defective part, without however being entitled to claim compensation for loss of damages, whereby the provisions in Article 10 of these general terms and conditions regarding the retention of property remain explicitly in force.



## Article 19 Processing Personal Data

- Paragraph 1: If the Buyer provides the Supplier with personal data necessary for the execution of the agreement, the Buyer remains the Controller for data processing as referred to in the General Data Protection Regulation.
- Paragraph 2: Supplier shall take the necessary technical and organizational measures to protect the processing of personal data against loss or unlawful processing. With regard to the measures to be taken, the Supplier shall take into account the Buyer's interest to be protected and the nature of the personal data processed by the Supplier on behalf of the Buyer.
- Paragraph 3: After completion of the contract, Supplier will destroy the personal data that the Supplier has obtained in the context of the performance of the agreement, unless the Buyer disputes the services provided.
- Paragraph 4: Supplier and Buyer will record their mutual rights and obligations separately in a Processor Agreement.

## Article 20 Quantities, sizes, weights and other data

Slight deviations with regard to specified sizes, weights, quantities, colours (PMS colour coding is leading) and other such data do not count as shortcomings. Trade practices determine whether there are minor deviations.

## Article 21 Disputes / applicable law / choice of forum

- Paragraph 1: Only Dutch law applies on these general terms and conditions and all offers and Agreements to which these general terms and conditions apply. The UN Convention on international purchase agreements (often referred to as the Vienna Sales Convention) does not apply.
- Paragraph 2: All disputes arising between the Supplier and the Buyer regarding the performance of the Agreement can be submitted jointly by the Supplier and the Buyer to the PPP Disputes Committee, which will make a binding recommendation to the parties in this respect.
- Paragraph 3: All disputes arising between the Supplier and the Buyer regarding the performance of the Agreement will, unless the dispute has already been decided by the Disputes Committee PPP, be settled exclusively by the competent court.

## Article 22 Other provisions

- Paragraph 1: These general terms and conditions are available in Dutch, English and German. In case of differences in interpretation, the Dutch version prevails.
- Paragraph 2: These general conditions can be changed by the Supplier (at least by the Platform Promotional Products). Changes will be made known to the Buyer in writing by the Supplier and will take effect thirty (30) days after the announcement, unless a different date is stated on the announcement. The Buyer already agrees with the content and applicability of the then changed general terms and conditions, from the effective date indicated in the announcement.

- Paragraph 3: If a provision of the Agreement or these general terms and conditions proves to be void or otherwise unenforceable, this shall not affect the validity of the other provisions of the Agreement and the general terms and conditions. In that case, the Supplier shall have the right to replace this with a provision that matches the purpose and the scope of the void/invalid or unenforceable provision as much as possible.

## Article 23 Identity of the Supplier

Name of the Supplier statutory name, possibly supplemented with trade name	<b>SL Lederwaren bv (SL BAGS)</b>
Business address	<b>Zonnehorst 16 – 7207 BT Zutphen - NL</b>
Telephone number and time(s) when the Supplier can be reached by telephone	<b>+31 (0)575 51 00 77</b>
E-mail address or other electronic means of communication offered to the Buyer with the same functionality as e-mail	<b>info@slbags.com</b>
Chamber of Commerce number	<b>09037995</b>
VAT identification number	<b>NL001207064B01</b>