



## **TERMS AND CONDITIONS**

### **GENERAL SALES, DELIVERY AND PAYMENT CONDITIONS OF:**

Goldfreeze Europe B.V. established with its registered place of business in De Groote Heeze, 54b 6598 AV Heijen (Netherlands) , filed at the Chamber of Commerce, under number 87516969.

### **APPLICABILITY**

1. These general conditions relate to the sale of goods and services. Whenever this text refers to vendor or purchaser this is also taken to mean contracted party and commissioning party.
2. All offers and sales agreements , advice and deliveries are subject to the applicability of these general sales, delivery, and payment conditions, unless the parties explicitly agree otherwise in writing.
3. Insofar as applicable, the term goods used in these general conditions must also be taken to mean installations, equipment, parts, accessories, and tools – all of this in the broadest sense of the word.
4. Unless explicitly otherwise agreed in writing, the offers, quotations, and tenders are without prejudice and subject to contract at all times.
5. The agreement is concluded as soon as the acceptance of the offer has reached the vendor. Acceptance implies agreement to these general conditions and abandonment of the own (purchase) conditions if and insofar they deviate from or conflict with the current conditions of prevailing Dutch law.



6. If the acceptance deviates from the offers in whatever way, the agreement is concluded only if and insofar as the vendor has explicitly agreed to this deviation in writing.
7. An offer is deemed not to have been made if implementation of this offer or this agreement would result in a violation of legal stipulations, regulations, or rules. In that case, neither the vendor nor the purchaser can exercise any rights towards the other party.
8. In the event of sales from stock, the invoice can replace the written confirmation.
9. All tenders or offers are based on the data, drawings and measurements derived from that provided by the purchaser upon making the offer, and on measurements made by the vendor, insofar as these have taken place. Designs, images, drawings, pricelists, catalogues, specifications of measurements and weights, specimen and models from the vendor are as accurate as possible and binding only as far as explicitly confirmed. Details need not be provided. Slight differences upon execution are allowed.
10. The vendor reserves the copyright to and retains ownership of the designs, images, drawings, samples, specimen, and models provided when making the offer. Without permission, they cannot be copied or provided to thirds parties. They must be returned on first demand from the vendor, failing which the purchaser owes the value thereof to be stipulated later, without prejudice to any other legal measures available to the vendor to exercise their rights.
11. Charges to or cancellations of an agreement require the written consent of the vendor.

12. If the purchaser wishes to change or cancel the agreement entered, they are obliged to compensate the vendor for all damage and costs arising from that change or cancellation.

## **PRICES AND PAYMENTS**

13. The prices quoted in the offer are permanent and exclusive of turnover tax, import and export duties, transport insurance, packaging costs, clearance charges, consular fees, and any other costs the vendor has incurred in all reasonableness to be able to deliver the sold goods at the appointed location and in time. When establishing the extent of these costs, the costs actually incurred, paid and/or to be paid by the vendor are assumed.
14. If following the offer and acceptance yet prior to execution of the agreement, a change to cost-determinant factors results in an increase for the vendor of the cost/calculation price of more than 5%, the vendor has the right to pass this increase to the purchaser, while the purchaser, while the purchaser can either choose to accept the increased price or regard the offer as not having been made or the agreement as not having been concluded, without this giving rise to any rights or obligations between vendor and purchaser. In the event of a change, the vendor notifies the purchaser of this within three days of the change being announced, while the purchaser notifies the vendor of this decision within 3 days of that.
15. Unless otherwise agreed in writing, the purchaser is obliged to pay the purchase price including the costs referred to in paragraph 13 in Euros, after delivery or execution, without any discount or compensation.
16. If, prior to delivery or execution, the vendor has any doubts as to the creditworthiness of the purchaser, the vendor is authorised to dissolve the agreement by a mere notification to the purchaser, or to suspend the execution of the agreement until surety has been issued.

17. In the case referred to in paragraph 16, the vendor has the right to compensation of costs and damage, including loss of profit, caused by the measures taken by the vendor as referred to in paragraph 16. If the doubt is unjustified, the purchaser is not entitled to any compensation of costs or damage, however incurred, or suffered with the exception of intent or gross negligence bordering on the intent of the vendor.
  
18. If the purchaser does not fulfil his payment obligations in a timely manner, he is in default by the mere lapse of the term referred to in paragraph 15, without any demand or notice of default from the vendor being required, while he owes the vendor default interest at 1% per month on the outstanding amount, whereby part of a month is regarded as an entire month. The indebtedness of default interest does not adversely affect the right of the vendor to regard the purchase agreement as dissolved without legal intervention – 10 days after the purchaser is in default – in which case the purchaser is liable for all damage suffered by the vendor, including lost profits, extrajudicial and other costs, as well as the actual costs incurred during any proceedings, costs as referred to in paragraph 13 or costs of additional transport , all this set at 25% of the invoice amount, excluding BTW (Dutch VAT).
  
19. If the purchaser fails to fulfil his payment obligation or fails to do so in time, the costs of recovery are at the expense of the purchaser. If it concerns extrajudicial costs only, these are set at 15% of the invoice amount at a minimum of €250, all this plus BTW. If it comes to judicial recovery the purchaser – in addition to the extrajudicial costs – is liable to pay all legal and execution costs to be reasonably incurred.
  
20. The vendor is entitled to offset any claims he has against the purchaser against all debts this vendor has or may have towards the purchaser.

## **DELIVERY AND RETENTION OF TITLE**

21. The vendor shall deliver the goods or provide the services at the location and time stipulated in the offer or agreement, with due observance of the legal stipulations, decrees, directives, regulations, and such like. If, as a result of an act by the purchaser or a force majeure situation for the vendor or purchaser, delivery, or provision at the location at the time agreed upon is not possible, delivery or provision shall take place at another location if possible, or within 14 days at the expense of the purchaser. If this is not possible, the agreement is regarded as not having been concluded, in which case the purchaser must compensate the vendor for the damage, including lost profits, if the impossibility is caused through the actions of the purchaser or is deemed to be at the risk of the purchaser.
  
22. If the purchaser refuses to accept the goods or services offered at the appointed location and time, the goods shall be deemed to have been delivered and the services shall be deemed to have been provided the moment the offer was made, while the purchaser then owes the price and the costs referred to in paragraph 13, and is obliged to compensate the vendor for the damage and additional costs that have arisen as a result of the purchaser's refusal.
  
23. If the sale was made on an actual delivery on order basis, the purchaser must apply the order in such a way that all goods are ordered within three months of conclusion of the agreement, unless a different order period was agreed upon in writing. If the purchaser fails to do so, the provisions in paragraph 21 apply.
  
24. The vendor is entitled to deliver the goods, referred to in the offer or agreement, in parts (part deliveries). In the event of part deliveries, the vendor can send a separate invoice on each occasion.

25. Upon delivery, the purchaser is obliged to check whether the goods delivered are of a quantity and quality that he could expect by virtue of the agreement, failing which, the goods are deemed to be of this quantity and quality. The purchaser must notify the vendor in writing by registered letter of any deviations observed in respect of quantity or quality as soon as possible, but no later than within 2 days of delivery.
  
26. In the event as referred to in paragraph 21, the goods and services are deemed to be of the quantity and/or quality agreed upon.
  
27. In the event of justified complaints about quantity and/or quality – in respect of which the purchase must enable the vendor to reach the conclusion – the vendor, unless otherwise agreed in writing, shall deliver new goods, or correctly provide the services as soon as possible in which case the vendor is not liable to pay the purchaser any compensation.
  
28. Subject to the provisions in paragraph 29, the ownership of and risk for the goods transfers to the purchaser upon delivery, whereby refusal to cooperate in the delivery as referred to in paragraph 22 is regarded as delivery.
  
29. If the purchaser has not paid the entire purchase price including any additional costs, the vendor retains the right of ownership of these goods, in which case the purchaser is liable towards the vendor for the damage to or loss of the goods. If this retention results in the vendor taking back the goods, the purchaser owes the vendor 25% of the invoice amount , exclusive of BTW, on top of the actual costs incurred.

## **RETURNS**

30. No unwanted goods may be returned without prior consent of the vendor. Unwanted goods may only be returned within seven days of delivery. Unwanted goods may only be returned within seven days of delivery at the customer's expense. A discretionary re-stocking fee of 15% of the value of the goods returned may be charged.
31. The purchaser must contact the vendor to discuss the return request and then send the goods back to our returns address. If the return is justified, the purchaser will receive a credit note for the invoiced value of the goods after processing, excluding shipping costs and a restocking fee of 15% of the value of the goods. Due to the intimate nature of underwear, we prioritize the health and safety of our customers. The purchaser must ensure the correct size and style are selected before completing a purchase. The vendor operates a strict non-returnable policy regarding underwear and similar intimate apparel.
32. The purchaser must be aware that:
- Garments which have been personalised by embroidery or heat seal badging or made to the special order of the purchaser cannot be returned.
  - The vendor only accepts returns in undamaged and original packaging.
  - The vendor does not accept returns of worn, soiled or washed goods.
  - The purchaser is responsible for ensuring that the goods are not damaged during transport.
  - The vendor only accepts returns of gloves from full, unopened packaging.
  - The vendor does not accept hygiene articles, special productions (finished goods) or goods marked/labelled by the customer

## **FORCE MAJEURE**

33. If the vendor is not able, through no fault of his own, to deliver the goods purchased or provide the services at the appointed location and time, without there being a situation as referred to in paragraph 21, the delivery/execution period agreed upon is extended by a month. If during that month the vendor, again through no fault of his own, has been unable to deliver the goods purchased or provide the services at the appointed location and time, the agreement shall be dissolved without any legal intervention while none of the parties to the agreement are entitled to any compensation of whatever nature, including loss of profits.

## **GUARANTEE FOR CORRECT DELIVERY/PROVISION**

34. The vendor shall do anything that may be reasonably expected of him to ensure that sound products of a good quality are delivered and that the services are provided in a correct manner.

## **GUARANTEE**

35. The vendor is liable for faults to the delivered goods under the conditions below and with due observance of the following restrictions. During the period referred to in the offer and from the date of delivery, new goods delivered are guaranteed against any manufacturing, construction, and material defects, provided the purchaser notifies the vendor of this within 8 days of the discovery thereof. The vendor's guaranteed obligation remains limited to the vendor – at his discretion - supplementing, replacing, or repairing the goods without him being obliged to pay any further compensation of whatever nature. The purchaser must keep the relevant goods available for inspection by the vendor. The goods or parts thereof to be supplemented, replaced, or repaired must be sent to the vendor carriage paid. Goods and/or parts replaced by the vendor become his property.

The right to guarantee lapses upon:

- Use of the goods in a manner other than in accordance with the manufacturer's instructions.
- Treatment or use in a manner other than deemed normal for the goods.
- Repair, replacement of parts, patching, badging and embroidery and similar actions by persons other than those appointed or authorised by the vendor.
- Damage caused by an accident . force majeure or gross neglect during the execution of the work by the purchaser or his staff. The vendor is not obliged to give any guarantee if the purchaser has not fully fulfilled his payment obligation.



## LIABILITY

36. The purchaser indemnifies the vendor against any liability with regard to designs, images, drawings, measurements, models etc used and/or made by the vendor at the request of the purchaser and provided (or not) to the vendor by the purchaser All this is without prejudice to the intellectual, industrial and related property rights of the vendor and/ or his suppliers with regard to delivered goods.
37. All goods, including those sold on carriage paid basis, are transported at the risk of the purchaser. Obligations assumed towards third parties do not change this and are deemed to have been accepted in the interest and at the expense of the purchaser.
38. Unless the purchaser asks the vendor in a timely manner to insure the goods during transport at his expense, the goods are transported without being insured.
39. Unless an insurance contract taken out by the vendor covers the damage or if the damage is actually recoverable from the vendor's supplier or other third party, the vendor excludes all liability, with the exception of intent or gross negligence bordering on intent on the part of the vendor towards the purchaser, insofar as this would lead to an obligation to pay compensation which exceeds the net invoice amount. This applies to both contractual and third-party liability for damage directly or indirectly suffered by the purchaser as a result of the purchase, presence or use by himself or others of the purchased goods, or any other way, which conditional and restrictive exclusion of liability equally applies to the provision of a number of services.
40. Under the same conditional and restrictive conditions and situations referred to in paragraph 36, the purchaser indemnifies the vendor against any claim for damages that third parties make against the vendor in respect of the goods sold to the purchaser or services provided to the purchaser.



#### **APPLICABLE LAW**

41. The agreements concluded under these general conditions are governed by Dutch Law, with the exclusion of the Vienna Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Sales Convention)

#### **DISPUTES**

42. The District Court of Limburg has exclusive jurisdiction to hear disputes directly or indirectly arising from an agreement concluded under these general conditions.
43. Notwithstanding the provisions in paragraph 39, the vendor reserves the right to summon the purchaser to appear before the competent judicial authorities in the Netherlands.