

# General terms and conditions of sale and delivery

## 1. General

- 1.1 Unless otherwise explicitly agreed in writing, these conditions will apply to all sales and/or delivery contracts between DSV Multi-Channel Fulfillment B.V. (hereinafter to be referred to as "MCF") and its clients (hereinafter to be referred to as Partner), as well as to the legal relationships flowing there from.
- 1.2 General terms conditions of Partner will only apply if and insofar as they are not contrary to these terms and conditions.

## 2. Offers and realization agreement

- 2.1 All offers and price quotations of MCF are without engagement.
- 2.2 All amounts referred to in offers and/or order confirmations exclude VAT and are in Euros, unless agreed otherwise in writing.
- 2.3 Sales and/or delivery agreements are realized by an order made to that end by Partner. If this takes place orally, without prejudicing other means, the written confirmation supplied by MCF will apply as proof of the order.
- 2.4 With regard to its prices, MCF employs the guidelines of the NEA index and retains the right to adjust the price agreements for its services according to the development thereof twice per year at the maximum. Partner will be notified hereof in writing at the latest 14 days prior to the price rise concerned.
- 2.5 Changes in the costs of materials, transport and other third party services, to be specifically purchased for Partner, can be passed on immediately to Partner, on the sending of written proof of the price rise concerned.
- 2.6 In the event that MCF also acts as a supplier of materials and special offers, information concerning product changes, technical improvements, other colours or designs will be passed on to Partner as soon as possible.

## 3. Delivery

- 3.1 MCF retains the right to cancel an order if the delivery entails an incalculable or changed financial risk.
- 3.2 The turn-around times and service levels referred to in this agreement are only estimates and among other things, dependant on the delivery method and times of information, goods, documents, etc. Different, shorter completion times are possible at an additional price.
- 3.3 Partner and MCF must inform each other in writing with regard to any structural causes of delay with regard to deliveries. Partner nor receiver can derive any rights to dissolve the contract or to claim damages in the event that the completion times are exceeded or in the event of defaults with regard to a delivery.
- 3.4 Unless explicitly agreed otherwise in writing, all shipments are carried out by MCF and will take place at the expense and risk of Partner. All costs connected to the sending and the transport of the goods, for example such as postage, freight and packaging costs, as well as freight insurance, are also at the expense of Partner. Shipment of the goods will take place in the usual way for MCF.
- 3.5 The goods to be shipped will be packaged in the usual way for MCF unless Partner has issued a specified order for a different packaging.
- 3.6 Transport will take place in conformity with the standard terms and conditions of delivery of the service provider concerned. Any extra services and insurance will be provided at an additional fee.
- 3.7 With regard to work to be carried out by MCF, Partner must comply with all legal stipulations and regulations concerned.
- 3.8 Costs for monthly services will be calculated per full calendar month at all times.
- 3.9 The implementation of work and/or the provision of services will take place from within the offices and warehouses of MCF and/or third parties, according to the choice of MCF.

## 4. Payment

- 4.1 Unless another term is stated on the invoice, Partner is obliged to pay the amount of the invoice in full within 14 days as of the date of invoice. The submission of a complaint will not suspend Partner's obligation to pay, neither will Partner be discharged from his obligation to pay.
- 4.2 On exceeding the term of payment referred to in the first paragraph of this article, Partner will be in default toward MCF by operation of law, therefore without a demand or notice of default being required.
- 4.3 In the event of arrears in payment on expiry of the term mentioned in the first paragraph of this article, in addition to the amount invoiced, Partner will be obliged to pay interest over that sum equal to the legal interest as referred to in Article 6:119 Dutch Civil Code, increased by 3%.
- 4.4 In the event that and as soon as MCF passes on the claims for payment from Partner for collection, all judicial and extra-judicial costs will be moreover payable to MCF by Partner. The out-of-court expenses will amount to a minimum of 15% at a minimum of € 250,-.
- 4.5 In the event that Partner exceeds the term of payment referred to in paragraph 1 of this article, MCF will be moreover entitled to suspend or discontinue further deliveries.
- 4.6 On the cancellation of orders or the premature termination of the contract by Partner, Partner will be obliged to compensate MCF for the costs incurred by MCF up to that time, all specific contractual minimum obligations toward third parties as well as the standard, non-response related costs applicable at the time of the cancellation or termination.
- 4.7 All payments made by Partner will be primarily used to pay the interest payable by Partner as well as to pay the collection costs and suchlike incurred by MCF and will only after payment thereof be deducted from the oldest outstanding amount owed.
- 4.8 MCF has the right of retention with regard to all goods of Partner in MCF's possession, as long as Partner has not yet fulfilled all its obligations toward MCF. Retention of title, claims from and/or pledges to third parties will only be recognized by MCF after a written agreement to this end between MCF and Partner.

## 5. Right of restitution

- 5.1 Materials purchased specifically for Partner as well as materials and/or goods that have already been used for Partner by MCF will not be taken back by MCF.

## 6. Retention of title

- 6.1 MCF will remain the owner of all goods it supplies until the time of payment.
- 6.2 In the event of the processing or mixing of the goods supplied by Partner, MCF will acquire the joint right of ownership of the new goods created for the value of the services, materials and/or goods supplied.
- 6.3 All software and other accessories manufactured by MCF in connection with this agreement are the rightful property of MCF, also following the termination of this agreement. Client and marketing data collected by MCF are the property of Partner. Without explicit permission, the parties are not allowed to use or to cause to use one thing and another otherwise than intended in connection with these services.
- 6.4 Partner is explicitly forbidden to provide goods that MCF is (joint) owner of as security to third parties.

## 7. Security

- 7.1 Both before and during the execution of agreements, MCF is entitled to demand that Partner provide additional security for payment.
- 7.2 The execution of collection activities by MCF for Partner will take place via a specified bank account especially opened by Partner at the main bank of MCF. Partner hereby authorizes MCF to this end and supplies MCF with sufficient authorization. Collection will take place at the expense and risk of Partner in compliance with frequencies and demands for payment given by Partner. Partner will receive a monthly specification of money movements, reverse entries, etc. The bank costs and fees related to the realization of this financial fulfillment will be directly set off against the credit balance of the account. On transferring funds to Partner, MCF will retain the right to secure the sum of any outstanding invoices for Partner therewith.
- 7.3 In the event that MCF makes payments for or on behalf of the Partner, on giving the order, Partner must provide MCF with an adequate credit balance on this bankaccount to carry out the work in accordance with the agreement. On transferring funds on behalf of Partner, MCF will retain the right to secure the sum of any outstanding invoices for Partner there with.

## 8. Complaints and liability

- 8.1 All rights to complaint will cease to apply in the event that MCF has not been notified in writing of defects established within 7 days of the implementation or execution of the work concerned.
- 8.2 Partner is obliged to comply with official regulations for all goods handled by MCF and indemnifies MCF from any liability whatsoever regarding the handling thereof.
- 8.3 MCF does not accept any liability for consequential loss or product damage suffered by Partner in connection with goods or services supplied by or via MCF. Neither does MCF accept any liability for any damage for which Partner is held liable by third parties. Partner indemnifies MCF against all claims from third parties due to damage caused in connection with goods supplied to clients by or via MCF.
- 8.4 All advice, recommendations, data, explanations etc. provided by MCF with regard to the organization, implementation and consequences of activities for which MCF supplies material and/or services are indicative and without engagement. No rights can be derived there from. Neither does MCF accept any liability for damage suffered by Partner or client, among other things but not solely as a result of tax legislation or other provisions laid down by the government or authorized institutions, etc., that are related to or are the consequence of an activity of any nature whatsoever organized by or together with MCF.

## 9. Force majeure

- 9.1 In the event of force majeure, MCF is entitled to cancel or suspend all orders. In the event of a cancellation or suspension as mentioned above, Partner cannot claim any compensation. If, in the opinion of MCF, the force majeure is of a temporary nature, MCF is entitled to suspend its performance until the situation of force majeure has been ended. In such a case, Partner is not entitled to cause the agreement to be dissolved. In the event that MCF is of the opinion that the situation of force majeure is of a permanent nature, MCF will notify Partner hereof in writing and this written notification will serve to dissolve the agreement without judicial intervention.
- 9.2 By force majeure must be understood, although not exclusively, fire, lack of manpower, strikes, exclusion, non-availability and/or stagnation of the supply and/or impediments to the transport of the goods and other impediments occurring both outside and within the company, wars, mobilization, epidemics, natural disasters, cuts in production, requisition of stocks, raw materials or factory capacity, import and export bans, power cuts and riots.

## 10. Processing of Personal Data

- 10.1 If, and for so far as, the fulfillment activities include the processing of personal data of any kind, this data will be acquired and processed in full compliance with the General Data Protection Regulation as determined in the Directive of the European Parliament and of the European Council.
- 10.2 Both parties technical and organizational security measures must and shall be taken to assure that only authorized personnel has access to the personal data, and that the personal data is protected against theft, unintended or unauthorized destroying, loss or alteration and unauthorized storage, access or publication.

## 11 Applicable law and competent court

- 11.1 All agreements between MCF and Partner are subject to Dutch law.
- 11.2 All disputes that may arise in response to the agreement or these terms and conditions will in the first instance be settled by the District Court of Breda, or if the dispute is within the competence of the subdistrict court, by the competent subdistrict court.

These terms and conditions of sale and delivery have been filed at the Chamber of Commerce of Breda.