



GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT OF

STAR SOCK BV OISTERWIJK

REGISTRATION NUMBER 18045837 TILBURG CHAMBER OF COMMERCE

General terms and conditions of delivery and payment of Star Sock BV
Locality of business and registered office in Oisterwijk
Registration number 18045837 Tilburg Chamber of Commerce

Article 1. General

Any offers and deliveries made to the buyer by Star Sock BV (hereinafter referred to as 'the seller') shall be subject to these terms and conditions of delivery and payment. Deviations from this rule shall only be binding in the event that these have been expressly confirmed in writing by the seller. The terms and conditions of purchase of the buyer are expressly excluded from application to offers and/or deliveries made by the seller, unless such differing terms and conditions have been expressly accepted by the seller in writing. Any agreements and promises made by the seller's personnel in deviation to these terms and conditions shall only be valid in the event that these have been expressly confirmed in writing by the seller.

Article 2. Delivery

All offers are entirely without obligation until the agreement is made. The specified delivery times are non-binding, although the seller shall endeavour to observe these in so far as possible. The seller will contact the buyer in time if the intended delivery time is not being met. A new delivery time will be determined in consultation and confirmed in writing. Under no circumstances shall the delivery times be regarded as final deadlines in the sense of the law. Under no circumstances shall failure to meet the delivery time for whatever reason, entitle the buyer to compensation, nor to withhold fulfilment of any obligation on its part under the agreement in question. The exception to this is when the failure is a result of wilful misconduct or gross negligence on the part of the seller. In the event that the specified delivery time is exceeded by more than 30 days, the buyer shall be entitled to annul the agreement in writing. This annulment must reach the seller prior to the moment of delivery of the ordered goods. Force majeure, irrespective of the cause, and failure by third parties to deliver goods to the seller which are intended for the buyer, or failure to do so on time, shall lead to suspension of the seller's obligation to deliver the goods and shall entitle the seller to terminate the agreement. In the event of postponement of the delivery dates by the buyer, any additional costs and loss of interest incurred as a result by the seller shall be payable by the buyer.

Article 3. Complaints

Complaints must be submitted within 8 days of receipt of the delivered goods. The submission of a complaint shall not release the buyer from satisfying the agreed payment obligation(s) within the payment term specified in these terms and conditions. The seller shall notify the buyer in the event that the complaint proves to be valid. The seller is furthermore entitled to recall the relevant goods and replace these with similar goods, or to credit the buyer with an amount equal to no more than the invoice value of the goods to be returned by the buyer, without being obligated to pay any other or higher form of compensation. Returning of goods within the context of complaints is only permitted with the express written consent of the seller.

Article 4. Price adjustments

The seller shall be expressly entitled to increase the price offered, in the event that one or more of the costprice factors increases following the date of the offer, including when this increase occurs as a result of unforeseen circumstances at the time of making the offer. In all instances, the buyer shall be notified of such increases in writing.

Article 5. Transport

The risk of transportation is expressly agreed at the time of placing the order through application of the Incoterms (international commercial terms). These are international agreements regarding the transportation of goods.

Article 6. Retention of title

Ownership of all goods delivered shall only be transferred to the buyer once it has fulfilled all of its obligations toward the seller, as arising from the agreement which led to the delivery of said goods. The seller shall retain title to the delivered goods until such time that the buyer has fully and appropriately satisfied the aforementioned obligations. The buyer is similarly prohibited from loaning said goods and pledging said goods as security in any way, shape or form to third parties, without the prior written consent of the seller. In the event that the buyer fails to fulfil its payment obligations, it shall be obliged, upon request, to show the goods to the seller and, if required, to return said goods.

Article 7. Payment and collection fees

Payments must be made within the agreed payment terms and in the currency specified on the invoice. The payment term can be found on the invoice. In the event that the buyer has not satisfied its payment obligations by the agreed settlement date, interest shall be payable on the outstanding amount at the rate according to the law and without further notice. The seller shall furthermore be entitled to postpone any further deliveries for as long as the buyer is in default. The seller shall also be entitled, without prejudice to its rights under the agreement, including those with regard to the recovery of goods, as referred to in article 6, and its right to full compensation, to terminate the agreement by means of sending a written statement to that effect. In the event that the buyer fails to pay the invoice, the buyer shall be obliged to pay all legal and non-legal costs. Without prejudice to any further rights and claims, the non-legal expenses shall, in all cases where the seller has engaged the services of a third party for the purposes of collecting outstanding amounts, total no less than 15% of the invoice amount and a minimum of € 500.

Article 8. Rights of set-off

The buyer is not entitled to offset any claims pertaining to deliveries and/or agreements governed by these terms and conditions against the seller or its legal successors. Any attachments in respect of counterclaims by the buyer, which are to the detriment of the seller and its legal successors, are likewise prohibited.

Article 9. Cancellation and premature termination of the agreement

In the event that the buyer cancels an order, for any reason other than due to transgression of the delivery date as referred to in article 2, the buyer must pay the seller damages at a rate of 30% of the total amount of the cancelled order, without the seller being obliged to prove that any losses have been suffered and without prejudice to the rights of the seller to demand payment of the damages actually incurred, in place of the percentage stated.

Article 10. Compensation of damages

Under no circumstances shall the seller be obliged to reimburse the buyer in any way, shape or form, for costs or damages incurred either directly or indirectly by the buyer or third parties, unless the buyer can demonstrate that the damages are a direct result of wilful misconduct or gross negligence on the part of the seller. This expressly includes claims for damages which are based upon the statutory provisions relating to product liability. Without prejudice to the foregoing provisions, the seller shall not be obliged to pay the buyer an amount higher than the total value of the invoice for the delivery to which the item giving rise to the damages belonged.

Article 11. Law of the Netherlands

All offers and agreements that are subject to these terms and conditions shall be governed exclusively by the law of the Netherlands. These terms and conditions are expressly excluded from the Convention on Contracts for the International Sale of Goods (CISG), which entered into force in the Netherlands on January 1st 1992. All disputes relating to or arising from agreements or offers made by the seller must be submitted exclusively to the competent Dutch court in the district of the seller's place of residence, except where and in so far as explicitly specified otherwise in a mandatory provision that applies within the Netherlands. The seller shall be entitled, when necessary, to designate the competent court in the district of the buyer.

Article 12. Locality and amendment of conditions

A copy of these terms and conditions has been lodged with the Chamber of Commerce under registration number 18045837 and can be found on our website: www.starsock.nl. The version which applies shall in all instances be the most recently lodged version, or, where appropriate, the version that applied at the time that the agreement with the seller was concluded. For the purposes of interpreting these general terms and conditions, the Dutch text shall take precedence.

Oisterwijk, 1 november 2019

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