

GENERAL TERMS AND CONDITIONS OF PURCHASE AND DELIVERY
Black Sheep Retail Products B.V.
Version 12 January 2024

Article 1 – Definitions

In these general purchase and delivery conditions, the following terms shall apply:

Agreement: all agreements between BSRP and the Customer in connection with the development, production, import and export and trade of products, as well as keeping stock of the products for delivery, the foregoing in the broadest sense of the word, whether or not in the form of an offer from BSRP accepted by the Customer, as well as all other assignments issued by the Customer to BSRP, as well as all acts or legal acts in connection with the foregoing;

BSRP: Black Sheep Retail Products B.V., having its registered office in Ederveen and registered in the trade register of the Chamber of Commerce under number 09165341 and/or its affiliates;

Consumer: a natural person not acting in the course of his or her professional practice of business.

Customer: any party to whom BSRP supplies goods and/or services or has agreed to supply goods and/or services, as well as any party who has given BSRP an instruction of another nature.

Article 2 – Applicability

1. These General Conditions are applicable to all offers and quotations of BSRP and to the Agreement, as well as to all (legal) acts carried out in connection with the above.
2. By placing an order, accepting an offer or entering into the Agreement, the Customer accepts these general conditions without reservation.
3. The general terms and conditions of the Customer are expressly excluded from applicability.
4. If the content of the Agreement differs from the content of these general terms and conditions, the content of the Agreement shall prevail.
5. If one or more of the provisions in these general terms and conditions should be invalid, this shall not affect the validity of the remaining provisions. In that case, the parties shall replace the invalid provision by mutual agreement in such a way that the new provision follows the purport of the invalid provision as much as possible.
6. BSRP is entitled to amend or supplement these general conditions. The Customer agrees in advance to any amendments or additions. The amendments or additions shall take effect at a time to be announced by BSRP or as soon as the Customer has been notified of them. If the Customer is a Consumer, the Customer shall in that case be entitled to dissolve the Agreement.

Article 3 – Offers and/or quotations

1. All BSRP offers and/or quotations are without obligation for BSRP and may be revoked by her at any time, even if they contain a deadline for acceptance.
2. Verbal commitments or quotations by representatives or other employees of BSRP and verbal commitments or quotations by third parties engaged by BSRP shall only be binding for BSRP if and in so far as they have been confirmed in writing by BSRP.
3. If the Customer is not a Consumer articles 6:227b(1) and 6:227c of the Dutch Civil Code shall not apply.
4. BSRP's offers, quotations and prices do not automatically apply to new or follow-up orders from the Customer, unless the parties expressly agree otherwise in the Agreement.

Article 4 – Conclusion of Agreement

1. An agreement between BSRP and the Customer is concluded following written confirmation by the Customer

- of BSRP's written offer or following written acceptance by BSRP of a written order or assignment from the Customer.
2. In the absence of a confirmation as referred to in article 4(1), the invoice from BSRP shall in any case constitute the order or order confirmation.
3. An acceptance by the Customer of a quotation or (other) offer sent by BSRP on behalf of BSRP, or a confirmation thereof, which deviates from BSRP's previous quotation or offer, shall be regarded as a rejection of that previous quotation or offer and as a new offer of the Customer which is not binding for BSRP. Notwithstanding article 6:225(2) of the Dutch Civil Code, this shall also apply if the Consumer's acceptance deviates only on minor points from BSRP's offer.
4. Any modification and/or partial or total cancellation of an order by or at the request of the Customer can only take place with the prior written consent of BSRP and under the condition that the costs already incurred by BSRP are fully reimbursed by the Customer. In case of modification and/or partial cancellation at the request of the Customer, BSRP shall be entitled to pass on the associated (additional) costs to the Customer and to re-establish the delivery time.
5. Examples of products and descriptions shown and/or provided in brochures, offers, promotional material and/or on the BSRP website are as accurate as possible, but are only indicative. The Customer cannot derive any rights from these.

Article 5 – Prices

1. Any price quotation by BSRP is (entirely) without obligation for BSRP, unless expressly agreed otherwise in writing.
2. The agreed prices between BSRP and the Customer are exclusive of VAT.
3. Changes in factors which may influence agreed prices, such as the purchase price of products or raw materials, exchange rate differences, taxes, import and export duties, transport costs, insurance premiums and other government levies, may be passed on by BSRP to the Customer. The Customer is bound by the increased price and is not entitled to terminate the Agreement, unless the Customer is a Consumer.
4. If BSRP's offer is based on information provided by the Customer and this information turns out to be incorrect or incomplete or is subsequently amended, BSRP is entitled to adjust the prices and/or delivery times stated in the offer.

Article 6 – Payment

1. All BSRP invoices shall be paid within the agreed payment period and, if no payment period has been agreed in the Agreement, within 14 calendar days of the invoice date, without any reduction or set-off by the Customer. If the Customer is a Consumer, he is entitled to pay all or part of the BSRP invoice by offsetting.
2. If the Customer has not paid within the period referred to in Article 6.1, the Customer will be in default by automatic operation of law and BSRP will then be entitled, without prior notice of default being required, to charge the statutory (commercial) interest as referred to in article 6:119(a) of the Dutch Civil Code from the due date of the invoice.
3. The Customer who is not a Consumer shall pay all judicial and extrajudicial costs incurred by BSRP as a result of this Customer's failure to fully and timely fulfil his obligations under the Agreement, for example by failing to pay an invoice of BSRP on time. The extrajudicial costs (including reasonable compensation for time spent by BSRP on collection) are set at 15% of the principal sum due, with a minimum of €500.00.
4. The Customer who is not a Consumer is not entitled to suspend his payment obligations to BSRP.

5. BSRP is entitled, in connection with the fulfilment of the Customer's financial obligations under the Agreement, to require prepayment or security from the Customer before making (partial) deliveries. In the meantime, BSRP is entitled to suspend all or part of the execution of the Agreement.

Article 7 – Delivery of goods

1. Delivery times agreed by BSRP with the Customer are indicative and shall not be regarded as fatal deadlines. Exceeding the agreed delivery time shall not constitute a default by BSRP.
2. If BSRP has explicitly agreed a fatal deadline for certain work to be carried out by it and fails to meet its obligations or fails to do so on time, it shall be given notice of default in writing by the Customer and be given a reasonable period of not less than thirty (30) calendar days to still meet its obligations.
3. In case a delay in delivery occurs due to amendment of the Agreement or non-delivery (on time) of items ordered by BSRP from third parties, the agreed delivery period with the Customer under the Agreement shall be extended accordingly to the extent necessary.
4. The delivery period shall also be extended by the period during which the Customer is in default with respect to fulfilment of any obligation under the Agreement, including the obligation to make (advance) payment and/or to provide security, without prejudice to BSRP's right in that case to terminate the Agreement in accordance with the provisions of Article 17.
5. BSRP is entitled to deliver goods in (partial) instalments. These parts may be invoiced separately to the Customer.

Article 8 – Transfer of risk and transport

1. Unless otherwise agreed in writing, the Customer shall bear the risk of sold goods from the moment they leave BSRP's warehouse.
2. If the parties have agreed in writing that BSRP shall arrange for the transport of the sold goods, the Customer shall send BSRP the shipping instructions at least five working days before the agreed delivery date.
3. Loading, unloading and transport of the sold goods shall - unless the parties have agreed otherwise in writing - be at the expense and risk of the Customer. BSRP shall not be obliged to recover damages from third parties on behalf of or for the benefit of the Customer.
4. If the Customer arranges his own transport, he shall be obliged to collect the purchased goods from BSRP immediately, but in any event within three working days, after BSRP has informed the Customer that the sold goods are ready for pick-up. If the Customer is unable to collect the sold goods in time, BSRP is entitled to store the sold goods at its own discretion and at the risk and expense of the Customer.

Article 9 – Execution of the Agreement

1. BSRP shall execute the Agreement to the best of its ability, taking into account the legitimate interests of the Customer. BSRP does not guarantee the achievement of any intended result or consequence. Failure to achieve an intended result or consequence shall not relieve the Customer of his obligations towards BSRP.
2. BSRP shall not be obliged to commence delivery of the goods or execution of the work until all necessary data and goods are in its possession and it has received any agreed (advance) payment. If any delays arise as a result, the agreed delivery times shall be adjusted proportionately.
3. If, for any reason, the Customer fails to accept (timely) delivery of the goods or services offered for delivery under the Agreement, all costs incurred in vain by BSRP for this purpose, as well as the additional costs of transport, safekeeping and storage, shall be borne by the Customer.

Article 10 – Obligations of the Customer

1. The Customer is obliged to cooperate with BSRP in delivering the agreed products and to make available in good time all relevant data that are or may be necessary for the performance of the Agreement.
2. The Customer guarantees to BSRP the accuracy, completeness and reliability of the data supplied to BSRP, even if such data are supplied to BSRP via a third party. BSRP may in all cases legitimately rely on this supplied information. The Customer shall indemnify BSRP against any consequences and/or damages resulting from the incorrectness and/or incompleteness of such data.
3. BSRP is entitled to use, at its discretion and without the prior consent of the Customer, including for BSRP's own advertising purposes, images of all works designed and/or documents produced by BSRP on behalf of the Customer.

Article 11 – Guarantees

1. BSRP shall ensure that the goods are delivered properly and in accordance with the standards applicable in its sector, but shall never provide a more extensive guarantee in respect of these deliveries than as expressly agreed between the parties.
2. BSRP guarantees during the guarantee period that the delivered products have the usual quality and are sound.
3. If the manufacturer or supplier has issued a guarantee for the items delivered by BSRP, this guarantee shall apply equally between the parties. BSRP shall inform the Customer about this.
4. The Consumer cannot invoke a guarantee as long as the Consumer has not yet paid the purchase price for the goods to BSRP.
5. In the event of a justified appeal to the guarantee, the user shall - at its discretion - see to the repair or replacement of the goods free of charge, or to repayment of or a discount on the purchase price.

Article 12 – Packaging

1. The ownership of packaging intended for multiple use shall remain to BSRP. This packaging may not be used by the Consumer for purposes other than that for which it is intended.
2. BSRP determines whether the packaging has to be returned by the Consumer or whether BSRP will collect this packaging and at whose expense(s) this shall take place.
3. BSRP shall be entitled to charge the Consumer a fee for this packaging. If the packaging has been returned by the Consumer within the agreed period, BSRP shall take back this packaging and BSRP shall repay the fee charged to the Consumer or set it off against the fee the Consumer has to pay for packaging on a subsequent delivery. BSRP shall always be entitled to deduct 10% handling costs from the amount to be refunded or set off.
4. If the packaging is damaged, incomplete or has been destroyed, the Consumer shall be liable for this damage and his right to reimbursement of the packing costs shall lapse.
5. If the damage referred to in the previous paragraph exceeds the fee charged for the packaging by BSRP, BSRP shall not be obliged to take back the packaging. BSRP shall then be entitled to charge the packaging to the Consumer at cost price less, after deducting the fee paid by the Consumer for the packaging.
6. BSRP is not obliged to take back the packaging intended for single use and may leave it with the Consumer. Any costs for disposal shall then be for the account of the Consumer.

Article 13 – Reservation of title

1. BSRP shall retain ownership of all goods it delivers until the Customer has paid all sums due to BSRP under the Agreement and/or other contracts, including interest and expenses.

2. The Customer shall be obliged to store the goods delivered by BSRP at his own expense separately from any other goods in his possession in such a way that the goods delivered by BSRP can immediately be identified as belonging to BSRP.
3. Before ownership of all delivered items has been transferred to the Customer, the Customer is not entitled to rent out, alienate, give in use, pledge or otherwise encumber the items to third parties. The Customer may only sell, deliver or process the delivered items insofar as this is necessary in the normal course of its business. In the event of redelivery of goods delivered by BSRP in the normal course of business of the Customer, a non-possessory pledge shall be established in favour of BSRP in advance on those goods, as security for the Customer's compliance with all that BSRP may or may in future claim at the time the non-possessory pledge is established.
4. In the event that the Customer fails to pay on time, BSRP shall be entitled, at its discretion and regardless of their location, to recover the goods subject to the retention of title at the expense of the Customer. The Customer shall be obliged to cooperate fully in this respect.
5. BSRP shall not be liable for any damage suffered by the Customer as a result of acts by or on behalf of the Customer contrary to instructions received by the Customer from or on behalf of BSRP.
4. BSRP shall not be liable for any damage suffered by the Customer as a result of a manufacturing defect of a good which BSRP has not manufactured itself, but has procured from third parties and (re)delivered to the Customer under the Agreement. In the event of damage caused by said manufacturing defect, the Customer shall hold the original supplier liable for this.
5. BSRP is not liable for any damage suffered by the Customer as a result of information or documents which it has not produced itself (including instruction manuals), but has obtained from third parties on behalf of the Customer under the Agreement. In case of damage caused by said information or documents, the Customer shall hold the third party liable for this.
6. BSRP is not liable for damage caused as a result of an instruction or direction from the Customer.
7. The Customer shall report the damage suffered to BSRP in writing as soon as possible but no later than five (5) calendar days after the damage occurred or became known. Damages not reported within this period shall not be eligible for compensation. All statutory claims by the Customer against BSRP in connection with the supply of services shall in any case be time-barred after one (1) year from the date on which the relevant obligation became due under the Agreement, or the damage-causing event occurred. If it concerns the supply of goods, all legal claims of the Customer against BSRP shall lapse after two (2) years from the date on which the Customer complained to BSRP as referred to in article 14.

Article 14 – Complaints; Expiry period

1. The Customer is obliged to inspect immediately after delivery of the received goods the amount and type of goods as well as the packaging whether the goods have been delivered in a satisfactory manner.
2. Complaints concerning the amount, type and packaging of delivered goods must be written down by the Customer immediately on the transport document or delivery note.
3. Complaints by the Customer concerning incorrect or incomplete execution of the Agreement or concerning (in)visible defects should be submitted to BSRP in writing within five (5) working days of the date on which the goods are received. Insofar as these complaints come from a Customer who is a Consumer, these complaints must be submitted to BSRP in writing within eight (8) calendar days of the date on which the services were (or should have been) delivered and, if it concerns the delivery of goods, within two (2) months of the discovery that the goods allegedly do not comply with the Agreement. If the complaint has not been submitted to BSRP within this period, Customer's right to rely on incorrect or incomplete performance of the Agreement shall lapse.
4. The Customer must describe the Complaint clearly and accurately in the submitted complaint. Filing a complaint never releases the Customer from his payment obligation.
5. If BSRP feels that a complaint is justified, it shall have the option of repairing or replacing the goods or services supplied or, if replacement or repair is not possible, to offer the Customer a refund of the invoice amount paid by the Customer in connection with the goods or services supplied, after which BSRP shall take back the goods supplied.
6. If the Customer returns the delivered goods without permission as referred to in article 14.5, the shipment and storage of the goods shall be at the Customer's expense and risk.
7. Taking the goods into use and/or reselling them shall be deemed as acceptance by the Customer.
8. A complaint as referred to in this article shall not entitle the Customer to suspend its (payment) obligations to BSRP and/or to invoke set-off.

Article 15 – Liability for damages; Limitation period

1. BSRP shall not be liable for any damage suffered by the Customer, including but not limited to death and personal injury damage, consequential damage, trading loss, loss of profits and/or stagnation damage, irrespective of whether such damage is the result of acts by BSRP itself and/or by entities acting on behalf of BSRP, unless the damage is the result of intent or deliberate recklessness exclusively by the managerial staff of BSRP.
2. BSRP shall not be liable to a Customer for defects discovered after delivery.

8. The Customer who is not a Consumer shall indemnify BSRP against all claims by third parties and on whatever grounds, in connection with the goods or services supplied to the Customer by BSRP, unless and insofar as the Customer proves that there is no connection between the claim of a third party and the Agreement.
9. Notwithstanding the provisions of this article, BSRP's liability, on whatever grounds, shall be limited to the invoice amount paid by the Customer in connection with the Agreement, up to a maximum of the amount paid or reimbursed by BSRP's liability insurer in the case in question.

Article 16 – Intellectual property

1. All intellectual property rights relating to the goods belong to BSRP. Without BSRP's prior written consent, the Customer is not permitted to duplicate, publish or reproduce the goods in whole or in part.
2. The Customer may only trade goods originating from BSRP under the brand, logo, trade name and according to the specifications under which the goods were delivered to the Customer. The Customer may not alter the quality of the goods purchased from BSRP, including their labelling, printing and instructions.
3. The Customer shall indemnify BSRP against claims by third parties based on any intellectual property right or rights which may be aligned with it in respect of the supply of goods manufactured by BSRP at the Customer's request and/or direction.
4. The Agreement does not include any transfer of intellectual property rights as part of the supply of goods or services to the Customer as well as associated documents.

Article 17 – Confidentiality

1. All information, originating from BSRP which can be considered confidential by BSRP, will not be disclosed. The Customer is obliged to impose the same secrecy on its employees or third parties acting on behalf of the Customer in the execution of the Agreement.
2. The confidentiality obligation according to article 17.1 shall not apply insofar as disclosure is required by law or a binding decision of a court or government body.

Article 18 – Force majeure

1. In the event of force majeure (as referred to in article 6:75 of the Dutch Civil Code) on the part of BSRP, the execution of the Agreement shall be suspended in full or in part for as long as the force majeure situation persists, without BSRP being liable to pay the transaction price or any other compensation to the Customer or any third party.
2. If during the execution of the Agreement it appears that execution of the Agreement is (or has become) impracticable, either as a result of circumstances unknown to BSRP or as a result of a force majeure situation (including: fire, natural phenomena, epidemics, war and personnel strikes), BSRP shall not be liable to pay the transaction price or any other compensation to the Customer or any third party. In that event, BSRP shall consult with the Customer about amending the Agreement in such a way that the execution of the Agreement shall be possible. BSRP shall inform the Customer about any consequences for the agreed prices and/or rates and/or the agreed delivery or completion dates.
3. If it can be reasonably expected that the force majeure situation will last longer than three (3) months, or has already lasted more than three (3) months, the Customer may dissolve the Agreement with immediate effect by registered letter and without judicial intervention, without the Customer being entitled to any compensation as a result of this dissolution.

Article 19 – Suspension; Dissolution

1. Only BSRP and the Customer who is a Consumer may suspend the performance of all or part of the Agreement or dissolve all or part of the Agreement by written notice without judicial intervention in the event that:
 - BSRP or the Customer fails to fulfil any of its obligations under the Agreement and/or these general conditions;
 - BSRP or the Customer applies for or is granted a suspension of payment or the Customer is declared bankrupt;
 - BSRP or the Customer is placed under guardianship or administration;
 - the business of BSRP or the Customer, is sold or liquidated;
 - any licences required for the performance of the Agreement are revoked; or
 - any substantial part of the assets of BSRP or the Customer are seized.
2. All (future) claims of BSRP against the Customer who is not a Consumer in the situations mentioned in article 19.1 shall be immediately due and payable in full.

Article 20 – Transfer; Subcontracting

1. Without BSRP's prior written consent, the Customer may not transfer its rights and obligations under the Agreement or its performance to third parties.
2. BSRP is entitled to engage others than persons associated with BSRP in the execution of the Agreement to the extent desirable for the execution. The Customer shall be bound by the conditions agreed by BSRP with the others it engages. BSRP shall not be liable to a Customer who is not a Consumer for any damage resulting from any act or omission of others it engages.

Article 21 – Invalidity of one or more provisions

1. The invalidity of one of the provisions of the Agreement and/or these general terms and conditions shall not affect the validity of the remaining provisions of the Agreement and/or these general terms and conditions.
2. If and insofar as one of the provisions of the Agreement and/or these general terms and conditions is invalid or is unacceptable according to the principles of reasonableness and fairness under the given circumstances, a provision that is acceptable in view of all the circumstances shall apply between the parties.

Article 22 - Applicable law and jurisdiction

1. The legal relations between BSRP and the Customer shall be governed exclusively by Dutch law, with the exclusion of the Vienna Sales Convention.
2. All disputes between BSRP and the Customer shall be settled by the District Court of Gelderland, location Arnhem.

Article 23 – Final Provision

1. The Dutch text of these general conditions constitutes the sole authentic text. In the event of any discrepancy between the Dutch text and this translation into English, the Dutch text will prevail.