

GENERAL TERMS AND CONDITIONS**GENERAL TERMS OF SALES AND DELIVERY OF BARTS B.V. REGISTERED AT AMSTERDAM**Section 1. Definition of concepts

In these General Terms the following definitions apply:

Seller : Barts B.V. and/or its legal representatives (agents and distributors excluded);

Buyer : the opposite party of the Seller in an agreement as referred to in Section 2.1 of these Terms;

Work days : calendar days except Saturdays, Sundays, 1 January, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day, the days which have been or will be proclaimed national holidays by the national government, and the day on which the birthday of H.R.H. the King is celebrated;

Days : calendar days;

Pre-order : an order placed by Buyer during the pre-order period determined by Seller;

Re-order : an order placed by Buyer after the pre-order period determined by Seller;

Section 2. Applicability, validity and privacy

2.1

These General Terms and Conditions shall apply to all offers and agreements in virtue of which the Seller sells and delivers goods of any nature.

2.2

Deviations from and supplements to these General Terms or to the agreement shall be valid only if and in so far as these have been confirmed explicitly and in writing by the Seller. Any purchase terms or other terms of the Buyer are only applicable if it was explicitly agreed in writing that they apply to the agreement to the exclusion of these General Terms.

2.3

In the event of invalidity of one or more provisions of the General Terms, the other provisions will remain in force.

2.4

We process your personal data in accordance with the GDPR (General Data Protection Regulation). Our privacy policy (including possible future amendments) is applicable with regard to our services.

Section 3. Realization of agreements

3.1

All tenders, price quotations, etc. issued by the Seller shall be without engagement, unless the opposite has been explicitly stated in writing by Seller.

3.2

The (purchase) agreement is concluded if the Buyer has placed a pre-order with the Seller and the Seller accepts this pre-order and confirms it in writing or makes the delivery ordered.

Re-orders which the Buyer places by telephone, e-mail or any other remote means (e.g. B2B portal) are established through delivery of goods by the Seller, unless the Buyer informs the Seller in writing within two working days of receipt of the goods that the delivery does not correspond to the re-order placed.

3.3

The Buyer and/or Seller are bound to agreements made by the authorized individuals and by individuals whom the Seller could assume to be authorized.

3.4

Proof of the applicability of the current General Terms and Conditions between the parties is derived from mention thereof in the order confirmations of the pre-orders.

Section 4. Information provided by Seller

4.1

Design drawings, drafts and detailed drawings, models, photographs, samples, designs, logos, sizing, quantities, patterns, colors, fabrics, technical specifications and/or other information provided by Seller to Buyer, are to be considered an approximate description of the goods only. Only in the event of considerable differences between the actual goods and the above, Buyer is entitled to terminate the agreement within 8 days from date of delivery of the goods. Seller is not liable in respect of the use of the above information, unless explicitly agreed otherwise in writing.

4.2

Property of the information contained in this article, or any interest therein, will not be transferred to Buyer. At the first request of Seller, Buyer shall at his expense return aforementioned data and advertising material to Seller. Seller is not liable in respect of the use by Buyer of the data mentioned in this article, unless explicitly agreed otherwise in writing.

Section 5. Intellectual property

5.1

All patents, copyrights, (registered) design rights, trademarks, trade name, know-how, including any IP right that (may) rest upon the Sellers goods, or, where relevant, any application for any such right, know-how, trade or business name or other similar right or obligation whether registered or unregistered or other industrial or intellectual property right subsisting in any territory or jurisdiction in the world, are the property of Seller.

5.2

Any trademark, patent, design, and/or copyright on the goods and/or matters mentioned in Article 4 which is not owned by Buyer will not be transferred to Buyer. Notwithstanding the foregoing, none of the matters listed in Article 4 can be disclosed or made available to third parties, whether or not for re-use, without the explicit prior written consent of Seller.

Section 6. Data provided by Buyer

6.1

It is assumed by Seller, that all design drawings, drafts and detailed drawings, computer software, models, photographs, samples, designs, logos, sizing, quantities, patterns, colors, fabrics, technical specifications and/or other information provided to Buyer by Seller are adequate, without the Seller being held to further investigation. Seller is not liable to Buyer for, and Buyer shall indemnify Seller against all claims at law from third parties, who claim that a trade mark, patent, trade name, model, and/or copyright, and/or any other third parties' rights have been infringed by the use thereof by Seller. In the event of third parties' objection to delivery by Seller, Seller is, notwithstanding the before-mentioned, entitled to suspend and/or immediately cease the delivery and to demand from Buyer reimbursement of costs incurred without Seller being held liable to pay any compensation to Buyer.

Section 7. Delivery and risk

7.1

The Seller shall deliver the goods at the agreed location or shall send them for delivery to the agreed location in the way it was specified in the order or any subsequent written agreements.

7.2

The transport of the goods shall take place at the expense of the Buyer, unless mutually agreed otherwise.

7.3

The Buyer is obliged to accept delivery of the goods at the agreed location/locations at the time when the Seller delivers them or has them delivered, or at the time when they are provided to him according to the agreement. If the Buyer remains in default, the resulting costs shall be at his expense.

7.4

The risk of all goods delivered in consignment is for the consignment holder, who should arrange for insurance against replacement value of the goods during the agreed duration of the consignment, including transportation and storage.

7.5

The Buyer undertakes to properly and conveniently package the goods.

7.6

If the goods' transport occurs at the Buyer's expense and the Buyer requests the Seller to arrange transport, the provisions of Article 7.4 remain in full force.

Section 8. Dates of delivery / delivery on call

8.1

The Seller shall deliver the goods at the time/times specified in the order or immediately after the end of the delivery term/terms specified in the order. The Seller shall be entitled, without being held to any indemnification, to deliver the goods within 5 working days before, or 15 working days after the agreed date of delivery. If the Seller has not delivered the goods after this extra delivery period has expired, the Buyer shall be entitled to terminate the agreement without any proof of default or legal intervention, unless in the case of force majeure. Dissolution of the agreement can only be done in writing. The dissolution can also be applicable to goods which had already been delivered by virtue of this agreement, if those goods should have been delivered as a set according to this agreement (order confirmation). In such a situation the Buyer is authorized to send the goods back to the Seller at his expense and at his risk and to claim from the Seller any payment he already carried out for the goods.

8.2

No rights can be derived from optional orders by Buyer accepted by Seller nor can Seller be held liable for any damages possibly resulting from unavailability of the intended goods.

8.3

Seller is entitled to cancel pre-orders placed when products have not been taken into series production. If Seller proceeds to cancellation, Seller shall wherever possible offer alternatives from its collection. In no event shall Seller be liable for any damage that Buyer may suffer as a result of the non-availability of the cancelled order.

8.4

If goods ordered are available for the Buyer, but are not accepted by the Buyer, the Seller shall be authorized:

- either to deliver the goods by means of a written notification by the Seller, in which case the goods shall be stored at the Seller or at the carrier from the time of forwarding of that notification, this at the expense and risk, including the risk of quality deterioration, of the Buyer;
- or to entirely or partly dissolve the agreement with the Buyer in the manner as specified in Section 12 below, and to sell and deliver the goods to (a) third party (parties). In that case the Buyer, if the Seller suffers damage in any way as a result of the non-acceptance by the Buyer, shall be liable for this damage.
- to charge Buyer for the costs of storage of the ordered but not accepted goods, which annually indexed costs will be at least EUR 150,- per pallet per week, exclusive of VAT.

8.5

Orders placed for supply on call (block orders), must have been called by Buyer in calendar week 3 of the calendar year following the calendar year for which the block order initially was made available by Seller at the latest. The agreed payment conditions are applicable. Notwithstanding the foregoing, Seller is entitled to act according Article 8.4 at any time after expiry of the deadline for call off of the goods.

Section 9. Prices, invoicing and payment

9.1

All prices agreed by the Seller and the Buyer shall be net prices and shall be exclusive of turnover tax, unless explicitly mentioned otherwise. At any time, Seller is entitled to increase agreed prices with costs resulting from government measures before conclusion of the agreement as mentioned in Article 3.2.

9.2

If the amount of invoice of a delivered lot is lower than EUR 350 the Seller shall be entitled to charge a surcharge of at most EUR 10 for administration costs.

9.3

No payment discounts are granted by Seller, unless explicitly agreed otherwise. If this is the case, the payment discount is mentioned on the order confirmation. Seller is entitled to demand pre-payment.

9.4

The payment shall be made within 30 days after the date of invoice, without prejudice to the Seller's right to stipulate an advance payment at the conclusion of the agreement. However, the Buyer is entitled to suspend payment if he observes an inadequacy in the goods. The Buyer undertakes to inform the Seller of this in writing within the term of payment. The exercise of the right to suspension is limited to an amount corresponding to the price of the goods which have not been delivered to the Buyer in a sound state.

9.5

Payment may also be demanded in case of partial deliveries.

9.6

Subject to the provisions in Section 4, if the Buyer has not paid in full the amounts owed within the agreed upon period, they shall be in default after this period has expired, without any placing in default being required. In that case the Buyer shall owe, from the date on which the amount owed has become payable until the time of payment, an interest over the unpaid amount, which interest shall amount to the statutory interest ex Article 6:119a Dutch Civil Code ("Burgerlijk Wetboek") and this without prejudice to the Seller's other rights.

9.7

If the Buyer has not paid the amounts owed within the agreed upon period, the Seller shall also be entitled to have the invoiced collected judicially, in which case all costs relating thereto, which costs are set at 10% at least of the claim, shall be at the expense of the Buyer.

9.8

In case Seller's legal claims for payment are fully or partially awarded by a court, Buyer undertakes to pay Seller all legal costs involved, including costs not awarded by the court, unless the court has ordered Seller to bear these costs in full.

9.9

Buyer's payment of invoices for goods and/or services will serve to settle all interest and costs, and then the invoices longest due, even though the Buyer states that the payment relates to a later invoice.

Section 10. Force majeure

10.1

Force majeure means any circumstance, including but not limited to, ice, extreme weather, terrorist attacks, floods, legal restrictions, strikes, government measures, delay in supply, export, riots, war, mobilization, transport barrier, defective

machinery, disruption in the supply of energy, import barrier, fire and all other forms of force majeure which Seller or Buyer cannot reasonably take into account and thus affecting the normal performance of the contract by the other party cannot reasonably be required.

10.2

If the Seller, respectively Buyer, is involved in an event of force majeure, he shall immediately inform the other party in writing.

10.3

In the event of force majeure, the other party cannot claim damages.

10.4

In the event of force majeure, parties should make arrangements regarding the execution of the agreement concerned.

10.5

If an event of force majeure causes an agreed date or term to be exceeded, including a possible back order term of 15 working days, the other party is entitled to dissolve this agreement by means of a written statement contrary to the provisions of Section 4. This dissolution does not extend to goods already delivered, except for goods which should have been delivered as a set according to the agreement (subject to Article 8.1).

Section 11. Reserve of ownership and other securities

11.1

Without prejudice to the provisions in these General Terms and Conditions, all goods delivered at any time by the Seller remain the property of the Seller until the Buyer has met all claims of Seller which are subject to Article 3: 92 Dutch Civil Code ("Burgerlijk Wetboek"), whatever their origin and irrespective of their due date, including interest and costs. Prior to complete payment, the Buyer is not authorized to pledge the goods to a third party or to transfer possession of it, with the exception of the goods delivered by the Seller which the buyer transfers as part of ordinary activities. If these provisions are violated, or in the case of complete or partial applicability of Article 12, the Seller is entitled to reclaim or to have returned any goods delivered by him from their current location, without the necessity of any authorization from the Buyer or a court. In that case, every claim from the Seller is payable immediately and completely.

11.2

Buyer is obliged to look after of the goods delivered under reserve of ownership with due care and as recognizable property of the owner. The risk of loss and damage to the goods, as well as the associated consequential damages, will be transferred to Buyer upon delivery of the goods. Buyer undertakes to insure the goods against fire-, water-, and explosion damages for the duration of the reserved ownership, and to present to Seller the insurance policies for review upon first request.

11.3

If the Seller wishes to exercise his rights mentioned in Section 1 of this article, the Buyer hereby unconditionally and irrevocably authorizes the Seller, or a third party indicated by the Seller to enter all locations where the Seller's property is situated in order to reclaim his property. Possible costs that occur by this event shall be borne by Buyer.

11.4

If a third party settles the before mentioned claim(s) the reserve of ownership does not expire. Ownership passes from Seller to that third party until payment of the claim(s) by Buyer to the third party.

11.5

If, in Seller's opinion, Buyer's financial situation and/or payment behavior so indicates, Seller has the right to demand immediate security from Buyer for first or subsequent deliveries by means to be determined by Seller, including own payment. If Buyer fails to provide the security requested, Seller is entitled, without prejudice to its other rights, to immediately suspend further implementation of the agreement without any compensation, and all further claims become immediately due and payable.

11.6

Seller grants Buyer the right of use for eventually to be provided advertisement and promotional materials in the broadest sense, including "point of sales" materials. This material remains the property of Seller. Buyer undertakes to use this material for the presentation of goods from Seller only, and to manage it as a good father, respecting Seller's interests.

Section 12. Suspension, dissolution and cancellation

12.1

If the Buyer or the Seller does not meet his obligations to the other party of whatever agreement, if they are (in danger of being) in suspension of payment, if they have been declared bankrupt, if they decide to liquidate their goods or if they receive information indicating with reasonable certainty that the other party may not be able to meet their obligations, the Buyer or Seller is entitled to suspend or entirely or partially dissolve or declare dissolved all agreements that exist at that time by registered letter without any legal intervention and without prejudice to the other legal rights of the Buyer or Seller in that case.

12.2

In the case of the dissolution of the agreement, all mutual claims become immediately payable.

12.3

Cancellation is only possible if Seller agrees to that in writing.

12.4

In case Seller accepts cancellation Buyer is due to pay Seller 50% of the price (incl. VAT), unless the occurred costs and loss of profit exceed this amount. In this case the reimbursement will be determined on the actual occurred costs and loss of profit.

12.5

Buyer is furthermore obliged to hold Seller harmless from claims by third parties against Seller caused by the cancellation of the agreement.

12.6

Buyer obliges themselves not to sell Sellers goods and/or offer these goods for sale via websites which do not explicitly belong to the Buyer (e.g. originate from the Buyer) or are explicitly driven on behalf of the Buyer, which obligation explicitly excludes the possible sales of Seller's goods via websites belonging to third parties and/or parties which also make use of the name and/or logos of other parties not being Seller or Buyer.

In the event that Buyer acts contrary to the obligation in this section, Seller reserves the right to terminate the agreement with immediate effect, without the obligation to compensate Buyer and/or pay the Buyer any form of damages that (according to Buyer) may be the result of this termination.

Section 13. Warranty and claims**13.1**

Buyer will follow instructions concerning the way of storage and handling of the delivered goods. Buyer will check the goods upon delivery or as soon as possible as best as reasonably possible and can be expected of Buyer.

13.2

Claims concerning deliveries have to be submitted in writing (possible by e-mail) based on the format defined by Seller. If there are visible faults, any claims must be in the possession of the Seller within 8 days of receipt of goods; if in fairness the Buyer was only able to ascertain the fault at a later date (= hidden faults), any claims must be in the possession of the Seller within 8 days of ascertaining the fault. The claim should occur by accurately stating in writing the nature and cause of the complaints, attaching the delivery note and stating the relevant invoice number based on the format defined by Seller. By lodging a claim, the term of payment for the goods in dispute is suspended ex Article 9.4. Claims based on hidden faults are only accepted if, and insofar as they concern articles from the current collection and are received, at the latest, within 6 months following delivery of the goods.

13.3

If a claim is well-founded, the Seller undertakes to repair or replace the faulty goods according to the order, within reasonable term after the claim has been determined to be well-founded. In this case Buyer is not entitled to receive additional compensation.

13.4

If (timely) redelivery ex Article 13.3 is not possible the Buyer is authorized without proof of default or legal intervention to consider the sales agreement as dissolved. The provisions of Article 8.1 are applicable to this agreement dissolution.

13.5

Return shipments in relation to claims not preceded or accompanied by what is stipulated in the second sentence of Section 2, are not allowed. If the Buyer is in violation of this regulation and still sends the goods back or if he sends goods back without a valid reason, these goods will be held at the Buyer's disposal at the Buyer's expense and risk, provided that they have not been refused by the Seller, although this does not mean in any way that the possible guarantee claim is justified. The costs of unjustified return shipments are at the expense of the Buyer.

Section 14. Guarantee and Liability**14.1**

Statements by or in the name of the Seller regarding the quality, composition, application possibilities, properties or handling of delivered goods can only be considered a guarantee if they have been explicitly confirmed in writing as a guarantee.

14.2

If the Buyer carries out repairs or changes or if they have carried out repairs or changes during the guarantee term without prior permission of the Seller, the guarantee obligation immediately terminates.

14.3

The Seller is not liable for any damage due to late, incorrect or inferior shipment or defects of delivered goods and/or packaging, unless this is the result from actions which can be considered as willful or deliberate recklessness of the Seller or executive staff involved in the execution of the order by the Seller.

14.4

Without prejudice to the previous sub section of this section (14) Seller is not liable in any respect for any damage occurred due to late, incorrect or inferior shipment or defects of delivered goods and/or packaging, in case this is caused by employees of Seller, by intermediaries hired by Seller or by companies which belong to same group of companies as Seller.

14.5

A claim of Buyer based on this section (14) shall be barred one year after the date on which Buyer encounters the damage or the damage has start to occur.

14.6

The Seller shall indemnify the Buyer from any claims for damage compensation by third parties, as referred to in the first section. If a third-party files such a claim against the Buyer, the Buyer will inform the Seller immediately by sending him the necessary facts. The Buyer will otherwise refrain from taking any actions in this matter, unless the Seller authorizes him to do so or unless the Seller fails to avert the third-party claim.

Section 15. Return shipments

15.1

Return shipments will not be accepted, unless otherwise agreed.

15.2

Without prejudice to the provisions of the previous sub-sections, crediting shall take place on the following basis:

- a. The goods to be returned must be packed undamaged and in the original packaging;
- b. In case of return within one month after delivery: 50% of the net amount of invoice;
- c. In case of return within one and three months after delivery: 25% of the net amount of invoice;
- d. The Buyer continues to owe the amount remaining after the crediting, unless explicitly agreed upon otherwise in writing.

Section 16. Modification of agreements

16.1

Modifications of and supplements to concluded agreements shall be effective only if they have been explicitly agreed in writing by the Seller and Buyer.

16.2

Any dispute relating to an agreement or the execution of an agreement between the Seller and the Buyer which cannot be settled in mutual consultation between the parties, shall be submitted to the competent judge in whose district the Seller is registered, unless the sub-district court judge is authorized.

16.3

Seller has the right, contrary to the above mentioned, to submit the dispute to the competent judge in whose district the Buyer is registered, or to bring the dispute under submission of arbitration by one or three arbiters, on which the arbitration regulation of the Dutch Arbitrage Institute is applicable.

16.4

The agreements between the Seller and the Buyer shall be governed by Dutch law, whilst the applicability of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

These Terms and Conditions have been made publicly available by deposit under number 34.130.601 at the trade register of the Chamber of Commerce in Amsterdam.

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