

GENERAL TERMS AND CONDITIONS
for Gelatti B.V. (Chamber of Commerce no. 08141675)
trading under the trade name 'Patidess'
with its registered office at Textielstraat 18, 7575 CA Oldenzaal, The Netherlands.

DEFINITIONS

In these terms and conditions, the terms below will be defined as follows:

- **Terms and conditions:** these terms and conditions of sale, delivery and payment;
- **Agreement:** every purchase and sales agreement;
- **Duration of the agreement:** the period between the date an order is issued and the end of the agreed delivery period.

1. GENERAL

1.1 Unless otherwise agreed in writing, these general terms and conditions apply to all offers or quotes from Gelatti B.V., as well as to all agreements that are concluded by Gelatti B.V. Unless otherwise determined, in these general terms and conditions Gelatti B.V. will be referred to as the 'seller'. Unless otherwise determined, in these general terms and conditions the other party will be referred to hereinafter as the 'buyer'.

1.2 In the event of a conflict between a provision in these general terms and conditions and any other provision of an agreement concluded specifically between the parties, the more specific provision contained in the relevant agreement will prevail.

1.3 Deviations from these general terms and conditions will only be valid to the extent they have been agreed in writing between the buyer and seller.

1.4 The applicability of any (purchase) terms and conditions implemented by the buyer will be excluded unless these have been explicitly accepted in writing by Gelatti B.V.

2. OFFERS

All offers which do not explicitly state the contrary constitute offers that are free from obligation and which may also be revoked after acceptance. If they are not revoked within five (5) days after acceptance, the agreement will be deemed to have been formed.

3. ORDERS

3.1 Every agreement concluded or order confirmed between the buyer and seller is fully binding for both parties, unless the seller provides the buyer with substantiated notification within five (5) days of the formation of the agreement/confirmation of the order that it wishes to terminate the agreement. The seller is entitled to this right if the buyer appears not to be creditworthy as evidenced by information from a credit reference agency and/or the seller's credit insurer.

3.2 Unless determined otherwise, the seller's reported prices are always on an ex-works basis.

4. DELIVERY

4.1 The delivery of goods shall be deemed to have taken place:

- a. if the goods have been collected by or on behalf of the buyer; by taking delivery of the goods;
- b. if the goods are shipped through the intervention of a professional carrier; through the transfer of the goods to this carrier whereby the risk of the shipment of the goods passes to the carrier from the time they are transferred to the carrier;
- c. if the goods are shipped using a means of transport belonging to the seller; through delivery to the buyer's office or warehouse.

Shipment of the goods will be carried out at the risk and expense of the seller, unless this is otherwise stipulated in the general terms and conditions or the parties have agreed otherwise.

4.2 Unless deviated from in these general terms and conditions or if the parties agree otherwise, the goods are at the buyer's risk from the time they are delivered.

4.3 Except for goods that are collected, the seller will be responsible for insurance on the buyer's behalf up to the amount of the selling price of the goods and will pay for the costs associated with this. The insurance will cover normal transport risk, and therefore not wilful damage or other exceptional risks. In the event of damage, the seller will settle the claim with the insurer.

4.4 If the goods cannot be sent as a result of circumstances for which the seller bears no responsibility, it will be considered to have satisfied its obligation to deliver by keeping the goods available for the buyer, provided it has given the buyer written notification of this within five (5) working days after the goods were ready for shipment. In this case, the payment term will commence on the day on which the seller could have delivered.

5. TERM OF DELIVERY/REFUSAL OF DELIVERY

5.1 A term of delivery will commence the day after the agreement is formed on the understanding that in the event the seller requires prepayment of the amount owed or for security to be furnished for the payment thereof within seven (7) days after the formation of the agreement, the term will not commence before this prepayment or security has been received or supplied in full.

5.2 The term of delivery will equal at least two (2) working days, starting from the acceptance of the order unless the parties agree otherwise.

5.3 Any violation of the agreed term of delivery will not be sufficient to constitute default on the seller's part. The seller will only be in default if it fails to deliver within a later, reasonable period stipulated in writing, following the agreed term of delivery.

5.4 The buyer may only terminate the agreement due to a failure to meet the deadline that may be attributed to the buyer and which constitutes default pursuant to the provisions of 5.3 to the extent the agreement has not been fulfilled and the maintenance of the portion of the agreement not yet fulfilled may not reasonably be demanded of it.

5.5 The seller is entitled to carry out partial deliveries and in connection therewith, send partial invoices.

5.6 To the extent not explicitly determined otherwise or agreed subsequently, the goods to be delivered must be delivered to the buyer's warehouse or manufacturing facility, or (shop) premises.

5.7 In the event the buyer refuses the delivery of the goods, the seller may store the goods at the buyer's risk and expense, including the risk of deterioration in the quality of the goods.

Storage under these circumstances will mean that the goods will be deemed to have been delivered. The buyer must be provided with written notification of this storage immediately, accompanied by the submission of the invoice related to this delivery.

6. QUALITY; INSPECTION; SHORTCOMINGS

6.1 The delivered goods will be considered to be in sound condition if they satisfy the statutory quality requirements which applied at the time the agreement was formed, and if they otherwise satisfy the expressly agreed specifications and are suitable for the use that was explicitly stated by the buyer before or at the time the agreement was concluded. The actual colours of the product may deviate to a certain degree from the specifications in the digital product information.

6.2 The buyer is required to inspect the goods delivered for completeness and soundness immediately after their delivery and in a thorough and professional manner, or to have this done. Any shortcomings discovered during this procedure must be reported within forty-eight (48) hours in the case of quantity irregularities, transport damage or items that were not ordered, and in the case of other defects, within five (5) days after delivery, verbally or in writing, immediately followed by a written confirmation of this provided to the seller. Failure to satisfy these reporting requirements will result in the lapse of all rights in connection with short-comings which could have been discovered during a thorough and professional inspection.

6.3 Shortcomings that have been reported in a timely and proper manner in accordance with the provisions of 6.1 and 6.2, as well as shortcomings which the buyer can demonstrate it was unable to discover and report in spite of thorough and professional inspection within the periods set out in 6.2, and which it discovered within a period of ten (10) days after delivery and reported to the seller immediately, the seller will remedy this shortcoming to the extent this is still reasonably possible, and if desired, at no cost and through supplement or replacement. If supplements or replacements are not desired or if supplements or replacements are not reasonably possible, a credit in the buyer's favour for the portion related to the shortcoming will suffice. The seller is however only obliged to remedy a shortcoming at no cost or to credit the relevant amount if the buyer can demonstrate that the shortcoming is the direct result of a circumstance which may be attributed to the seller. The seller has the right to conduct its own investigation into the nature, scope and cause of an alleged shortcoming. The buyer is required to grant all desired cooperation in this regard, at the risk of forfeiting all its rights in connection with the shortcoming. The seller is not required to accept unsound products in return, however, if requested, the buyer will make the goods to be replaced available to the seller immediately.

6.4 The buyer may only terminate the agreement based on a shortcoming attributable to the seller to the extent the seller - even after a written reminder sent to this effect - fails to remedy the shortcomings within a reasonable period and in an acceptable manner and the maintenance of the agreement may not be reasonably demanded of the buyer.

6.5 Minor irregularities in quality, quantity, width, colours, size, finishing and the like that are either considered acceptable in the trade or are technically unavoidable - unless explicitly determined otherwise by law - do not qualify as shortcomings.

7. PRICES/TAXES

7.1 Sales prices or other stated prices do not include those amounts owed in respect of the relevant transaction or which will be due pursuant to turnover tax or other corresponding levies; all the costs that are the result of these taxes will be at the buyer's expense.

7.2 If a change occurs in cost-price determining factors after the formation of the agreement/submission of the order, such as raw materials prices, packaging costs or transport and storage costs, the seller is entitled to modify its sales price accordingly. The seller will notify the buyer of any changes as soon as possible.

8. PAYMENT

- 8.1 All invoices and entries for receivables will reflect the same date as that on which the related goods were sent. Unless otherwise agreed, the payment term is fourteen (14) days.
- 8.2 Without prejudice to its other rights under the terms and conditions and/or the law, the seller will have the right vis-à-vis the buyer that has not paid in time:
- to demand immediate payment upon delivery of the goods to the buyer (cash-on-delivery basis) and/or security for the payment in respect of all current sales agreements;
 - to suspend the deliveries (as well as the production or the processing of the goods destined for delivery), without prejudice to its right to demand security for payment either simultaneously or at a later date. After the buyer has satisfied its obligations, the seller is entitled to implement a term of delivery that is necessary for the production or processing of the goods, in taking into account the possibilities available at the time within its company;
 - to terminate all or part of the relevant sales agreement by means of a written statement from the seller;
 - to terminate all or part of one or more or all of the current sales agreements in respect of which the buyer is not in default by means of a written statement from the seller;

The seller can only exercise the rights referred to under a., b. and c. if it has first given the buyer a period of five (5) days to satisfy its payment obligations yet the buyer still remains in default, whereas the right referred to under d. will not (be able to) be exercised if the buyer has not satisfied the seller's demand within ten (10) days to furnish security for the payment of the amount the buyer will owe pursuant to the aforementioned agreement(s). With the exception of the case in which the right to terminate is exercised, the seller may modify its choice from the rights it wishes to exercise as referred to in this article.

- 8.3 If information from a credit reference agency and/or the seller's credit insurer demonstrates that the buyer is in default in respect of third parties and/or if it may not be considered creditworthy and/or is deemed insolvent, the seller is entitled to exercise the rights described in paragraph 2 with regard to all the current sales agreements, to the extent these have not been fulfilled, and without being required to provide notice of default.
- 8.4 If the buyer is declared bankrupt, petitions for or is granted a (temporary) suspension of payments, or otherwise loses the power to dispose of its company or assets, the seller is entitled to the rights described in paragraph 2 with regard to all the current sales agreements, to the extent these have not been fulfilled, and without being required to provide notice of default.
- 8.5 If payment has not been received by the due date, the buyer will owe the statutory rate of interest over the outstanding amount pursuant to Section 6:119A of the Dutch Civil Code [BW]. If the seller must take action to collect a debt after the due date, the buyer will owe the extrajudicial costs in accordance with the Extrajudicial Collection Costs Act (2012).

9. RETENTION OF TITLE

- 9.1 The seller will retain ownership in respect of all the goods delivered or to be delivered on the grounds of the sales agreements until the following are extinguished by the buyer's payment:
- the claims involving the consideration for these goods;
 - the claims related to the seller's fulfilment of the aforementioned agreements as well as any work carried out or to be carried out on behalf of the buyer, and
 - the claims arising from the failure to fulfil the aforementioned agreements.
- 9.2 Goods will not be considered to be paid for if the buyer has not demonstrated that it has paid.
- 9.3 The buyer is required to present the goods to the seller at the seller's first request, and in the event of the failure to pay as well as in the cases referred to in Article 8 paragraph 2 under c and d, to return these if requested. The goods returned on the basis of the provisions in this article will be credited to the buyer at the market value of the goods on the date they are returned.
- 9.4 The buyer is not authorised to dispose of or encumber the goods falling under the retention of title. The buyer is however authorised to sell and transfer the aforementioned goods to third parties within the scope of the normal operation of its business. This permission will lapse by operation of law at the time the buyer fails in any way in respect of the claims for which the retention of title applies, is granted a temporary suspension of payments or is declared bankrupt. Under no circumstances may the buyer allow the goods falling under the retention of title be used as security for third-party claims.

10. FORCE MAJEURE

- 10.1 For the purposes of this document, force majeure is defined as every circumstance which neither the seller nor the buyer is reasonably able to take into account and as a result of which, the normal fulfilment of the agreement may not reasonably be expected by the other party.
- 10.2 The seller or the buyer, as the case may be, must immediately notify the other party if it is affected by a force majeure event.
- 10.3 The other party is not entitled to lay a claim to any compensation for damages in the event of force majeure.
- 10.4 In the event of force majeure, the parties must make arrangements regarding the fulfilment of the agreement concerned.
- 10.5 If a force majeure event leads to the failure to meet an agreed deadline or term, in deviation to the provisions in paragraph 4, the other party has the right to terminate the agreement concerned through a written statement.

11. LIABILITY

- 11.1 In the event of damage that is a direct result of goods sold and delivered by the seller, with the exception of cases involving gross negligence or intent, the seller is only responsible for a maximum amount of the net invoice value of the invoice related to the delivery of these goods.
- 11.2 In the event of damage such as yet not limited to lost profits and/or business interruption loss that is an indirect result of goods delivered by the seller, with the exception of cases involving gross negligence or intent, the seller is only responsible for the maximum amount paid out in benefits by the insurer to the seller.

12. EXPORT

If the seller's goods are exported for and/or by the buyer, the relevant statutory provisions on exports will apply. The buyer will indemnify the seller from any and all liabilities from third parties in connection to violations of the applicable statutory provisions on exports that may be attributed to the buyer.

13. TRADEMARK AND TRADE NAME

- 13.1 The buyer is expressly prohibited from using the trade name, trademark and logo employed by the seller in the trade without the seller's explicit written permission.
- 13.2 The buyer will closely follow any instructions from the seller involving the permission referred to in paragraph 1.
- 13.3 In the event of the violation of this article, the buyer will be subject to a fine in the amount of €10,000 per violation without prejudice to the seller's right to demand full compensation for damages.

14. INTELLECTUAL PROPERTY

- 14.1 Without prejudice to the other provisions of these Terms and Conditions, the seller reserves the rights and powers vested in it on the grounds of the Copyright Act and other intellectual property laws and regulations.
- 14.2 All the goods sold and/or produced by the seller and/or documents supplied - for which the intellectual property rights belong to the seller or are vested in the brands which the seller represents on an exclusive basis - such as documents, recommendations, brochure materials, images, agreements, quotes, designs, sketches, drawings, software, models, etc. will remain the property of the seller, regardless of whether or not the buyer has been charged for any costs involved in the production thereof, and are only destined to be used by the buyer for the purpose for which these were made available to the buyer. The buyer may not use these goods and/or documents (belonging to the seller) for other purposes, nor may they be reproduced or made public or processed, altered or resold or disclosed to third parties without prior explicit written permission from the seller. The buyer is fully liable for all damages - including lost profits and the costs for the preparation of the relevant designs, models, etc. - which are caused by (or related to) any infringement of the aforementioned rights. The buyer is obliged to notify the seller immediately if it becomes aware of any infringement of the rights as referred to in paragraph 1 of this article.
- 14.3 The buyer is required to return the goods and/or documents referred to in paragraph 2 within the pre-determined period and at the seller's first request. The buyer is fully liable for all damages connected with the failure to return goods and/or documents with which it was supplied in time, as stipulated above.

15. DEVIATIONS

- 15.1 If any part of the agreement deviates from that which is laid down in these general terms and conditions, that which is stipulated in the agreement will apply between the parties.
- 15.2 Any later deviations from that which is set out in these general terms and conditions will also apply between the parties provided the buyer has given its written permission for such.
- 15.3 If one or more provisions in the agreement appears to be non-binding, the remaining provisions between the parties will remain in force. The same applies to these general terms and conditions. In such a case, the parties undertake to replace the non-binding provisions with provisions that are binding and which, in view of the purpose and objective of the agreement or general terms and conditions, deviate as little as possible from the content of the non-binding provision(s).

16. APPLICABLE LAW AND CHOICE OF FORUM

- 16.1 The laws of the Netherlands apply to all agreements.
- 16.2 The court competent to hear any and all disputes arising from this agreement is the court within whose jurisdiction the seller has its domicile, unless another court is deemed competent pursuant to mandatory law.