

# General Terms and Conditions of Sale and Delivery of Pimdesigned.

## Article 1 Definitions

The following definitions apply to these general terms and conditions:

Pimdesigned

The Client: the counterparty to Pimdesigned

The Agreement: the purchase and sale agreement.

## Article 2 General

2.1 These general terms and conditions apply to all offers and agreements between Pimdesigned and the Client, unless they are expressly stated in writing not to apply.

2.2 The application of any general terms and conditions used by the Client is expressly excluded.

2.3 If any provisions in these general terms and conditions are void or revoked by the courts, the remaining provisions remain in force. Pimdesigned and the client shall negotiate substitute provisions that are in line with the original provisions in terms of purpose and scope.

## Article 3 Offers

3.1 All offers are subject to contract, unless indicated otherwise in writing.

3.2 An agreement shall take effect EITHER once an offer is accepted by the Client and confirmed by Pimdesigned in writing as an order, OR if an order placed by the Client is confirmed in writing by Pimdesigned or a start has been made on carrying out the order.

3.3 If the agreed price, discounts or delivery times are based on an apparent error, Pimdesigned is entitled to correct the mistakes or to cancel the order; the Client has the same right.

## Article 4 Price and payment

4.1 All quoted prices are exclusive of VAT and other government duties, as well as any costs incurred in the context of the agreement, such as administrative, transport and COD charges.

4.2 If an additional discount is agreed for the purchase of a certainty quantity or range in an order, Pimdesigned is not obliged to apply the additional discount if fewer or different goods than those agreed are ordered.

4.3 Unless expressly agreed otherwise, all orders are accepted on the basis of DOWNPAYMENT or PRE-PAYMENT.

4.4 a. Payment condition for DOWNPAYMENT

INVOICE:

The amount invoiced to be paid in advance must be paid NO LATER THAN 2 weeks BEFORE the scheduled delivery date into the bank account of Pimdesigned.

b. Payment condition for NON-down payment invoice NETT payment strictly within 30 days, unless expressly agreed otherwise.

The above does not prevent Pimdesigned, for reasons of its own, from requiring at any time security for compliance with these financial obligations.

4.5 If the invoiced amount is not paid into the bank account of Pimdesigned within the payment term, then the Client is in breach by process of law without the need for any notice of default and is liable for interest on the unpaid amount at 1% per month or part month, or at the statutory interest rate current in the Netherlands, until payment.

4.6 In the event that collection becomes necessary then all collection costs are payable by the Client equal to 10% of the principal owed with a fixed minimum of EUR 250.

4.7 If the debt collection involves court proceedings then all legal costs, including legal advice and representation in court and out of court, as well as all execution costs, shall be paid by the Client.

4.8 Even if the Client is of the view that the quality of the delivered goods is not in accordance with what he purchased, this does not release him from the obligation to pay.

4.9 If fewer goods are delivered, or received in good condition, than invoiced, and the Client objects in good time, the Client remains liable for the amount invoiced in respect of the goods received in undamaged condition.

## Article 5 Delivery / Transport Damage

5.1 Delivery shall be ex works from the manufacturer or from the warehouse of Pimdesigned; within certain European

7.4 If the goods are damaged through transport, the Client should send to Pimdesigned the copy of the delivery note showing way in which the goods were delivered in a damaged state on a diagram. If there is no such diagram on the delivery note, then Pimdesigned shall not accept the complaint. See also the provisions in Article 5.8 et seq.

7.5 If the complaint is found to be justified by Pimdesigned, then Pimdesigned has the choice of either terminating the agreement with regard to the defective goods and crediting the Client, or replacing the defective goods with similar goods.

7.6 Goods that are the subject of a complaint may only be returned to Pimdesigned if Pimdesigned has given prior written consent for this or has indicated that it wishes for the goods to be returned. In the latter case, the goods shall be returned to Pimdesigned as soon as possible. If the goods are not returned within eight days of the request for their return, it is assumed that the Client wishes to keep the goods and has withdrawn the complaint. In such a case, the full purchase price is payable for the goods.

7.7 If in response to a justified complaint Pimdesigned has replaced the defective goods, then Pimdesigned is deemed to have delivered such goods in good time, even if the deadline set by the Client has expired.

7.8 In the event of a complaint, the Client shall follow the instructions of Pimdesigned contained on its website, or which Pimdesigned will fax to the Client on request.

## Article 8 Suspension and termination

8.1 Pimdesigned is entitled to suspend in whole or in part performance of its obligations under any agreement or to terminate the agreement if:

- the Client has failed to comply on time, in full or at all with its obligations under previous agreements;

- if having entered into the agreement, Pimdesigned has good grounds to fear that the Client will not (be able to) comply with its payment obligations;

- the Client was requested at the time the agreement was entered into to provide security but has failed to supply any such security or any adequate security.

8.2 If, due to delay on the part of the Client, Pimdesigned can no longer be expected to comply with the agreement upon the terms originally agreed, then Pimdesigned is entitled to terminate the agreement.

8.3 Pimdesigned is also entitled to terminate the agreement if circumstances arise whose nature and extent means that Pimdesigned cannot be expected according to the principles of reasonableness and fairness to perform the original agreement.

8.4 If the cause of the termination is within the scope of the risk of the Client, or is caused by any act or omission of the Client, then Pimdesigned is entitled to claim for the costs it has incurred and for any loss of profit.

## Article 9 Liability

9.1 Pimdesigned accepts liability for loss suffered by third parties insofar as this is the result of the application of the Product Liability Act (Wet Productaansprakelijkheid) and up to the maximum amounts referred to in that Act.

9.2 Pimdesigned does not accept loss other than or in exceeding that specified in the previous section, unless caused by a deliberate act or gross negligence on the part of Pimdesigned. If Pimdesigned is liable on the grounds referred to above, then any liability for loss of profit or consequential loss is expressly excluded.

9.3 The liability of Pimdesigned is at all times limited to a maximum of the amount of the goods that are damaged. Liability for any further damage is expressly excluded.

9.4 Any other damage, including loss of profit and consequential loss, resulting from failure to deliver on time or at all, is expressly excluded.

There is no liability for failure to comply on time or at all.

## Article 10 Force majeure

10.1 In the event of force majeure, all the obligations of either party are suspended until the situation of force majeure is over. If the force majeure lasts longer than eight full weeks, then either party is entitled to terminate the agreement without any liability to compensate the other party.

countries delivery is made carriage paid, on the basis that for each order a contribution towards carriage charges

can be imposed.

5.2 The Client shall purchase the goods as at the moment they are delivered by Pimdesigned, or at the moment that they are available to the Client.

5.3 If the Client refuses to make the purchase or fails to provide the information or instructions to enable delivery, then Pimdesigned is entitled to store the goods at the expense and risk of the Client.

5.4 Notification of a delivery date is always indicative and not a deadline. If the delivery date is exceeded, the Client is still obliged to purchase the goods unless before delivery the Client serves Pimdesigned with a notice of default, provides Pimdesigned with a further reasonable period in which to deliver, and this period also expires.

5.5 Pimdesigned is entitled to supply the goods in instalments and to invoice separately for each instalment.

5.6 The delivery period for goods where it is agreed that the goods are all or in part ready to be sent and delivered (i.e. DOWNPAYMENT INVOICE), starts to run from the sixth day following the day after the date of the confirmation of the order.

5.7 If a DOWNPAYMENT INVOICE is not paid, Pimdesigned has the option of terminating the agreement or seeking to enforce compliance. In the latter case, Pimdesigned is entitled to amend the price previously agreed in line with any subsequent price increases. The obligation of Pimdesigned to deliver will be suspended for the same duration as the non-payment.

5.8 When the goods are delivered, the Client shall check the condition of the packaging and, if this has any defects, show these on a diagram on the delivery note. If there is any serious defect to the packaging, the Client shall, in the presence of the driver, open the packaging to check the goods for damage. The Client shall notify Pimdesigned immediately of this and e-mail it a photo of the condition in which the goods and packaging have been delivered.

5.9 If it is discovered that the goods are damaged as a result of the faulty packaging, the Client shall reject the goods and hand them back to the driver. The Client shall immediately notify Pimdesigned of this by fax or e-mail.

## Article 6 Cancellation

6.1 Unless notified otherwise, an order can be cancelled or changed for up to five working days following the date the order was made.

6.2 In other cases an order cannot be cancelled without the express consent of Pimdesigned.

6.3 If Pimdesigned should agree to the whole or partial cancellation of, or change to, an order, it may attach financial conditions to this. This applies particularly to products no longer in stock or products that need to be produced in a non-standard size or colour (SPECIALS).

6.4 If costs are already incurred in the performance of an agreement before there is agreement to cancel the whole or part of the agreement, the Client shall pay these costs on demand by Pimdesigned.

## Article 7 Changes to specifications, complaints and Returns

7.1 There could be small changes to the specifications of certain products in terms of shape or colour, according to the material from which the products are manufactured. Despite any such changes to specifications, Pimdesigned has nevertheless complied with its obligation to supply.

7.2 If the goods are not delivered in good condition or, in the opinion of the Client they are not in accordance with the order or not all goods have been delivered as per the order, the Client shall immediately notify Pimdesigned of this, and in any event not later than the fifth working day following the day on which the goods are received, by email or fax. Pimdesigned is not obliged to deal with complaints that are received too late. If the Client files a complaint, it must provide as clear a description as possible of the defect and attach a digital photo to the e-mail.

7.3 A complaint is not justified if the goods are not used in accordance with the instructions for use, if they are used inexpertly or not used for the purpose for which they were intended or if any defect is caused by the lack of care of the Client.

10.2 'Force majeure' includes, in addition to the circumstances prescribed by legislation and case law, import and export bans by, or due to, any government, the failure of suppliers or service providers of Pimdesigned to deliver on time or at all, suspension of work by, or a high amount of sick leave amongst, the employees of Pimdesigned or its suppliers.

10.3 Pimdesigned is also entitled to rely on force majeure if the situation of force majeure begins after Pimdesigned should have fulfilled its obligations.

10.4 Insofar as at the time the situation of force majeure commences Pimdesigned has partly fulfilled its obligations under the agreement or is still able to do so, then Pimdesigned is entitled to invoice for all the parts of the agreement it has complied with or will comply with. In such a case the Client is obliged to pay this invoice as if it were a separate agreement.

## Article 11 Retention of title

11.1 All goods delivered remain the property of Pimdesigned until the Client has fulfilled its obligations to Pimdesigned in full. If any invoice remains unpaid, Pimdesigned's retention of title shall also cover all goods previously delivered which have been paid for by the Client.

11.2 Goods delivered by Pimdesigned subject to retention of title may only be sold on in the context of normal business practice.

11.3 The Client is not authorized to process, pledge or otherwise encumber the goods subject to retention of title.

11.4 If any attachment is levied by a third party upon the goods subject to retention of title, then the Client shall inform the party levying the attachment of the retention of title and notify Pimdesigned of this immediately.

11.5 The Client undertakes to keep insured the goods subject to the retention of title against fire, explosion, or water damage, as well as against theft. On demand by Pimdesigned, the Client shall provide a copy of the insurance policy, as well as ensure that the rights under the insurance policy covering the goods subject to the retention of title shall be transferred to Pimdesigned or that Pimdesigned is subrogated in these rights.

## Article 12 Intellectual property rights and Copyrights

12.1 Pimdesigned retains the rights and powers it accrues on the basis of the Copyright Act and other intellectual and industrial legislation and regulations relating to all the goods it supplies, insofar as these rights do not belong to any third party.

12.2 The Client may not have goods supplied by Pimdesigned copied elsewhere, or manufacture imitations thereof that differ in only minor details from the goods supplied, or become directly or indirectly involved in this.

## Article 13 Applicable law / disputes

13.1 All agreements are subject to the law of the Netherlands.

13.2 The court with exclusive jurisdiction is that covering the area where Pimdesigned has its registered office at the time a dispute arises. This also applies if the goods have been delivered in part or entirely abroad or if the Client has its registered office or is domiciled abroad, unless mandatory law provides otherwise.

13.3 The parties shall always endeavour to resolve a dispute amicably, before any application is made by either party to the courts.

13.4 The terms of the Vienna Sales Convention shall not apply.

## Article 14 Translation, versions

14.1 In the event that these general terms and conditions are available in a language other than Dutch, and there is any dispute as to interpretation or explanation, then the Dutch text of these general terms and conditions shall prevail.

14.2 The version that is binding is the latest version at the time the agreement is entered into.

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