

## **GENERAL TERMS AND CONDITIONS PATCHWORK PROMOTIONS**

### **Article 1 General**

**1.1** These general terms and conditions (hereinafter: “**general conditions**”) apply to all offers, tenders and quotations of Patchwork Promotions, and to all agreements concluded between Patchwork Promotions and any other party, hereinafter referred to as: “**the Other Party**”.

**1.2** The applicability of any general conditions of the Other Party is hereby expressly rejected. Deviations from and/or additions to these general conditions will only be binding if and to the extent expressly confirmed in writing by Patchwork Promotions, and relate only to goods and services in respect of which such acceptance has taken place.

**1.3** If one or more provision(s) of these general conditions become(s) at any time fully or partially invalid or is/are declared void at any stage, the remaining provisions of these general conditions will remain in full force and effect. In that case, Patchwork Promotions and the Other Party shall enter into consultation in order to reach agreement on (a) new provision(s) to replace the invalid or void one(s), with due regard to the purpose and the tenor of the original provisions where possible.

**1.4** The case that Patchwork Promotions does not insist on strict compliance with these general conditions at all times, does not mean that these general conditions do not apply or that Patchwork Promotions in any way loses the right to demand strict compliance with the provisions of these general conditions in other cases.

### **Article 2 Quotations and offers**

**2.1** All quotations and offers of Patchwork Promotions are without obligation, unless an acceptance period has been stipulated in the quotation. A quotation or offer shall be null and void if the product to which the quotation or the offer pertains is no longer available in the meantime.

**2.2** Patchwork Promotions cannot be bound by its quotations or offers if the Other Party can reasonably be expected to understand that the quotations or offers or a component thereof contain an evident mistake or clerical error.

**2.3** Offers and quotations are not automatically applicable to future orders.

**2.4** Unless stated otherwise, all quoted amounts are exclusive of VAT.

**2.5** If the acceptance, whether or not on minor points, deviates from the offer or quotation, Patchwork Promotions cannot be bound by those deviations. In that case, the agreement will not be established unless otherwise agreed by Patchwork Promotions.

### **Article 3 Agreement, terms of delivery**

**3.1** The agreement shall be deemed to be established, and binding, in case the Other Party accepts the offer or quotation without any deviations, or once the establishment has been confirmed in writing by Patchwork Promotions or, in the absence thereof, once Patchwork Promotions has demonstrated its acceptance by commencing performance. In case the delivery takes place in stages, the agreement shall be established in whole if the first delivery has taken place.

**3.2** At the time of or following the conclusion of the agreement and before rendering any (further) performance, Patchwork Promotions is entitled to require the Other Party to furnish security for the fulfillment of both payment and other obligations.

**3.3** The transport times, delivery times and other times for services to be provided by Patchwork Promotions as stated in the offer or agreement are global, indicative and merely informative. Therefore, agreed times for performance are never a firm deadline. In the event of late delivery, the Other Party must send Patchwork Promotions a written notice of default.

**3.4** In the event that delivery depends on call of the Other Party and the Other Party fails to call, then the delivery date will be set on the last day of the agreed call period.

**3.5** After expiration of the (agreed) delivery term and/or date, a backorder term of 52 weeks applies.

**3.6** The Other Party is obliged to accept the (agreed) products at the time at which they are made available to him. If the Other Party refuses to take delivery or fails to provide information or instructions required for the delivery, Patchwork Promotions shall be entitled to store the products at the Other Party's expense and risk.

#### **Article 4      Suspension and dissolution**

**4.1** Patchwork Promotions is authorized to suspend its obligations or to dissolve the agreement without any obligation to pay any damages, loss or costs, if:

–the Other Party does not, not fully or not timely fulfill its obligations under the agreement; or  
–Patchwork Promotions becomes, after the conclusion of the agreement, aware of circumstances that give good ground to fear that the Other Party will not fulfill its obligations;  
or

–a delay on the part of the Other Party is of such nature that Patchwork Promotions can no longer be expected to fulfill its originally agreed obligations under the agreement; or

–Upon entering into the agreement the Other Party was required to furnish security for meeting its contractual obligations and has failed to provide that (or sufficient) security.

By virtue of default, the Other Party shall be in the aforementioned cases held to pay damages, or compensation to Patchwork Promotions and is liable for any damages (including costs) arising directly or indirectly on the part of Patchwork Promotions as a result.

**4.2** In case of dissolution, the claims of Patchwork Promotions on the Other Party shall be immediately due and payable.

**4.3** In the event of liquidation, (application for) suspension of payment or bankruptcy, seizure on behalf of the Other Party (if and insofar as this is not withdrawn within 3 months), debt restructuring or any other circumstances that prevents the Other Party to freely dispose of his assets, Patchwork Promotions is entitled to terminate or cancel the agreement with immediate effect, without any obligation for Patchwork Promotions to pay any damages or compensation. In such case the claims of Patchwork Promotions against the Other Party shall be immediately due and payable.

#### **Article 5      Force majeure**

**5.1** Patchwork Promotions is not obliged to fulfill any obligation to the Other Party in case it is being hampered due to a circumstance that is not due to gross negligence, and neither shall be for the account of Patchwork Promotions under the law, a legal act or general acceptance, hereinafter referred to as “**force majeure**”.

**5.2** In addition to what is included in law and jurisprudence, force majeure shall mean all external causes either foreseen or unforeseen, which Patchwork Promotions cannot influence however which prevents Patchwork Promotions to meet its obligations under the agreement. Such situations include any strikes within Patchwork Promotions or third parties, as well as the situation that a performance of a supplier of Patchwork Promotions is not, not timely or not sufficient delivered to Patchwork Promotions by the supplier. Patchwork Promotions is also entitled to invoke force majeure if the circumstance preventing (further) compliance occurs after Patchwork Promotions should have met its obligations.

**5.3** Patchwork Promotions is entitled to suspend its contractual obligations during the period of force majeure. If the period of force majeure lasts for longer than three months, either party shall be entitled to dissolve the agreement without being obliged to pay any compensation for damages to the other party.

**5.4** Insofar as Patchwork Promotions, at the time the force majeure commences, has meanwhile partly fulfilled its obligations by virtue of the agreement, of shall be able to do so, and the fulfilled part and/or the part to be fulfilled represents independent value, Patchwork Promotions is entitled to separately invoice the part that has already been fulfilled and/or is yet to be fulfilled. The Other Party is obliged to pay that invoice as though it were for a separate agreement.

#### **Article 6 Payment and collection costs**

**6.1** Unless otherwise expressly agreed in writing, payment must be made within 30 days from the date of invoice, in a manner indicated by Patchwork Promotions and in the currency stated in the invoice.

**6.2** If the Other Party fails to make (timely) payment, the Other Party shall be immediately in default as from due date without prior notice or summons from Patchwork Promotions. Without prejudice to its other obligations, the Other Party owes interest on the outstanding amount (including collection costs) as from due date of the invoice until the date of payment in full on an annual basis equal to the statutory commercial interest rate ex Section 6:119a of the Dutch Civil Code. All reasonable judicial and extrajudicial costs made by Patchwork Promotions to obtain payment shall be borne by the Other Party, with a minimum amount that is equal to the highest of the following two amounts: (1) 15% of the total invoiced amount or (2) € 110,00 per invoice, without prejudice to the charges laid down by the court.

**6.3** Patchwork Promotions shall be entitled to use the payments made by the Other Party first to cover the costs, then to cover any interest that has fallen due and finally to cover the principal sum and accrued interest. Payments made by the Other Party will be used by Patchwork Promotions in settlement of the oldest due claims.

**6.4** The Other Party is never entitled to deduct from or set-off against any amount that he is due to Patchwork Promotions.

**6.5** Objections to the invoiced amount or any other objection(s) shall never suspend the payment obligation of the Other Party.

#### **Article 7 Retention of title**

**7.1** All goods delivered by Patchwork Promotions in the context of the agreement remain the property of Patchwork Promotions until the Other Party has met in full all of the obligations under the agreement(s) entered into with Patchwork Promotions.

**7.2** In the event of Patchwork Promotions wishing to exercise its property rights as provided for in this article, the Other Party hereby gives unconditional and irrevocable permission, now for then, for Patchwork Promotions or third parties engaged by Patchwork Promotions to enter the places whereby the property of Patchwork Promotions is located and to repossess that property.

#### **Article 8 Transfer of risk**

**8.1** In the event of delivery ex warehouse all risk of damage, destruction or loss of the products to be delivered, all this in the broadest sense of the word, shall be transferred immediately to the Other Party. In case Patchwork Promotions takes care of transport, the risk of loss of, or damage to the products being subject to the agreement shall be transferred to the Other Party the moment the said products are handed-over to the professional carrier.

#### **Article 9 Investigations and complaints**

**9.1** The Other Party is bound to investigate or to have investigated the delivered goods immediately at the time the goods are made available to him. In so doing the Other Party should ascertain whether the quality and/or quantity of the delivered goods comply with the

agreement(s) and comply with the requirements agreed by the parties in that respect. Any visible defects should be reported in writing to Patchwork Promotions within 7 days of delivery. Any non-visible defects should be reported immediately to Patchwork Promotions, in any case no later than within 7 days of the discovery. The Other Party shall give Patchwork Promotions the opportunity to investigate a complaint or have this done by others.

**9.2** Small and commercially acceptable or technically unavoidable deviations in quantity, color, size, weight, design etc. shall not be reasonable grounds for filing complaints.

**9.3** For the applicability of this provision, every partial delivery is considered to be a separate delivery.

**9.4** If it is determined that the delivered product(s) is/are deficient, and the complaint was filed timely, Patchwork Promotion will repair or replace the deficient product(s) within reasonable time after receiving a written notification of the defect by the Other Party. In case of replacement, the Other Party is obliged to return the deficient product(s). If repair and replacement is not possible, the Other Party is entitled to return the deficient product(s) and the Other Party will be credited for the returned product(s).

**9.5** Filing a complaint shall never suspend the purchase or payment obligation of the Other Party.

**9.6** In case the Other Party fails to submit a complaint in accordance with the period in paragraph 1 of this article, any right of the Other Party to claim recovery, replacement or any other compensation lapse.

**9.7** Unless these general conditions provide otherwise, any and all legal claims of the Other Party against Patchwork Promotions in connection with the performance under the agreement by it, regardless of their nature, shall expire at any rate by expiry of one year after fulfillment of the agreement.

## **Article 10 Liability**

**10.1** Any liability of the organizer remains at all times limited to the provisions as stated in these general terms and conditions.

**10.2** Patchwork Promotions is not liable for damages or loss that are caused by relying on incorrect and/or incomplete information that came from or via the Other Party.

**10.3** Patchwork Promotions shall never be liable for damages or loss as a result of late delivery and/or incorrect delivery.

**10.4** The liability of Patchwork Promotions is in any case always limited to the amount paid by its insurer in such case and shall never exceed the amount of the related order between Patchwork Promotions and the Other Party.

**10.5** Patchwork Promotions shall never be liable for indirect damages, including consequential damages, lost profits, lost savings and damages as a result of business stagnation.

**10.6** The limitation of liability as set out in these general conditions shall not apply if the damage is due to intent or gross negligence on the part of Patchwork Promotions.

## **Article 11 Return of products**

**11.1** Return of products is not allowed without the previous consent of Patchwork Promotions and will not dismiss the Other Party of its payment obligations.

**11.2** At all times the products shall be returned at the risk and expense of the Other Party, unless the return is a result of a default on the part of Patchwork Promotions.

**11.3** Patchwork Promotions is entitled to sell the returned products to third parties, even if the returned products are provided with (brand)labels of the Other Party and the removal of such (brand)labels shall cause damage or depreciation of the products.

**Article 12    Governing law and jurisdiction, disputes**

**12.1** Dutch law is applicable to each and every agreement and any other legal relationships with Patchwork Promotions.

**12.2** Any disputes arising from this agreement or its implementation shall be settled by the competent court of 's-Hertogenbosch to the exclusion of all other courts, unless otherwise prescribed by mandatory law.

**12.3** The Dutch version of these general conditions prevails at all times in case of disputes with regard to the interpretation and purpose of these general conditions.