

HARMEILING SPORTS B.V.'S TERMS OF DELIVERY AND PAYMENT

1. APPLICABILITY

1.1. The following conditions apply to all offers and quotations made by Harmeling Sports B.V. , to agreements entered into with Harmeling Sports B.V. and to national and international assignments awarded to Harmeling Sports B.V.

1.2. The term 'client'; is deemed to mean any natural person who, or legal entity that, has entered into a verbal or written agreement with Harmeling Sports B.V.

1.3. If one or more provisions in these terms prove(s) to be null and void or is/are annulled then the remaining provisions of these terms will continue to apply in full. In that case, we will consult with the client in order to agree new provisions to replace the null and void or annulled provisions, whereby the object and purpose of the original provision will be taken into consideration in so far as possible.

2. PRICES

2.1. All prices are quoted in euros 'ex warehouse', exclusive of applicable VAT and any transportation documents. However, the prices quoted in the Sportsbalm shop are inclusive of VAT.

2.2. Unless expressly agreed otherwise, any shipping costs agreed beforehand with the client are not included in the price.

2.3. The prices are based on cost prices that apply at the point in time when the offer is made. If these cost prices have risen since the date of the offer due to price increases in raw materials, auxiliary materials and other materials, components, shipping costs, import duties etc. then Harmeling Sports B.V. is entitled to increase the price accordingly, at the client's expense.

2.4. Upon the client's request, Harmeling Sports B.V. will quote recommended retail prices.

3. DELIVERY

3.1. Delivery dates quoted are estimates and are not binding on Harmeling Sports B.V., unless expressly agreed otherwise in writing.

3.2. Going beyond the agreed delivery dates, if kept within reasonable limits, does not entitle the client to demand compensation of any kind.

3.3. Harmeling Sports B.V. will have complied with its obligation to deliver by providing the goods a single time accompanied by a packing slip. The delivery receipt signed by the client or by the person representing him will be deemed to be conclusive evidence of delivery. In the event of a failure to take delivery, travelling expenses, storage costs and other costs will be charged to the client.

3.4. The presentations given by Harmeling Sports B.V. are solely to give an impression of how a product and/or packaging will look, and no rights may be derived from this.

3.5. For the Sportsbalm shop: we will proceed to delivery once we have received your payment.

3.6. For the Sportsbalm shop: orders submitted on Mondays to Fridays by 2.00 p.m. CET at the latest will be delivered the following day. Orders placed on Saturday or Sunday will be delivered on Tuesday. It may happen that the order is delayed due to unforeseen circumstances.

3.7. For the Sportsbalm shop: in the case of orders that are to be sent to an address abroad, delivery times are merely indicative.

4. RETENTION OF TITLE

4.1. Harmeling Sports B.V. remains the owner of the delivered items as long as the client:

- a. fails or will fail to fulfil his obligations under this or other agreements;
- b. has failed to satisfy claims for such items as losses, penalties, interest and costs that arise from the failure to fulfil the aforementioned agreements.

4.2. Harmeling Sports B.V. is entitled to take back the delivered items if the client fails to fulfil any obligation under the agreement or else fails to do so in a timely way or properly or if another circumstance as described in Article 4.1 occurs. To this end, the client grants Harmeling Sports B.V. irrevocable authorisation to gain access to the room(s) in which the delivered items are located. The costs associated with this will be for the client's account.

4.3. As long as a retention of title is attached to delivered items, the client is not permitted to encumber or sell them outside his ordinary business activities.

5. WARRANTIES/COMPLAINTS

5.1. The client is obliged to check the delivered items immediately upon or immediately after taking delivery of them. All complaints made by the client about the quantity of the delivered items must be submitted to Harmeling Sports B.V. immediately and in writing, and all complaints about the quality of the delivery and/or of the delivered items must in all cases be made in writing to Harmeling Sports B.V. no later than 8 calendar days after the delivery or no later than 8 calendar days after the items were placed at the client's disposal respectively. If the client fails to submit a written complaint to Harmeling Sports B.V. immediately or by the aforementioned deadline of 8 calendar days respectively then the client will be deemed to have approved and accepted the items delivered by Harmeling Sports B.V. Any written complaints must be submitted using the complaints form that may be requested from Harmeling Sports B.V.

5.2. No complaints process can be initiated about items that are no longer in their original state and thus can no longer be inspected by Harmeling Sports B.V. and/or that have been used carelessly or improperly or for a purpose other than the one for which the items were intended. Minor deviations in the items' quality or quantity that are deemed to be permissible in the industry or that are unavoidable in technical terms cannot provide grounds for the exercising of remedies at law.

5.3. If Harmeling Sports B.V. finds a complaint to be justified then instead of rectification or replacement of the delivered items or delivery of an additional quantity, it (i.e. Harmeling Sports B.V.) is authorised to credit the client for the decreased value up to a maximum of the invoice amount.

5.4. Complaints made about an invoice sent by Harmeling Sports B.V. (whether or not sent digitally) must be submitted to Harmeling Sports B.V. in writing no later than 8 calendar days after the invoice date. Once this deadline has elapsed, any and all claims made by the client in this regard will have lapsed.

6. RETURN SHIPMENTS

6.1. Unless agreed otherwise, Harmeling Sports B.V. will not take back goods that have been delivered and accepted.

7. PAYMENT

7.1. Contrary to that which is agreed in respect of the payment, before making any more deliveries Harmeling Sports B.V. is entitled to demand payment for items already delivered and/or to demand prepayment.

7.2. Payment is due and payable immediately, and, unless expressly agreed otherwise or unless a different payment term is stated on the invoice sent by Harmeling Sports B.V., must have been transferred to Harmeling Sports B.V.'s account by the date of delivery.

7.3. With regard to payment, the client will neither invoke setoff against any claim that he alleges he has against Harmeling Sports B.V. nor will he be allowed to suspend his payment in connection with an alleged counterclaim or objections regarding the execution of the agreement.

7.4. If the client remains in default with his payment after receiving a demand letter then all collection costs that Harmeling Sports B.V. has to incur will be for the client's account, this with a minimum amount of 15% of the claim.

7.5. Irrespective of the agreed payment terms, Harmeling Sports B.V. is at all times entitled to demand security for the payment and to suspend the delivery of new orders if the client fails to provide the demanded security.

7.6. For the Sportsbalm shop: orders must be paid for in advance.

8. FORCE MAJEURE

8.1. The parties are not obliged to fulfil any obligation if they are prevented from doing so as the result of a circumstance that is not to be attributed to fault and that are not for their account by virtue of either the law, a legal act or in common opinion.

8.2. In these general terms, force majeure is deemed to mean, in addition to that which is meant by the term in law and case law, all external causes foreseen or unforeseen that Harmeling Sports B.V. cannot exert any influence over but that result in Harmeling Sports B.V. being unable to fulfil its obligations. This includes work strikes at Harmeling Sports B.V.'s business.

8.3. Harmeling Sports B.V. is also entitled to invoke force majeure if the circumstance that prevents fulfilment or further fulfilment occurs after Harmeling Sports B.V. should have fulfilled its obligations.

8.4. Whilst the force majeure is continuing, the parties can suspend their obligations under the agreement. If this period of time lasts longer than two months then each party is entitled to terminate the agreement without being obliged to pay compensation to the other party.

8.5. In so far as Harmeling Sports B.V., at the time the force majeure occurred, had partially fulfilled or could partially fulfil its obligations under the agreement and if independent value accrues to the part fulfilled or to be fulfilled respectively then Harmeling Sports B.V. is entitled to invoice separately for the part already fulfilled or to be fulfilled respectively. The client is obliged to pay this invoice as if it were a separate agreement.

9. LIABILITY

9.1. The client will bear all losses (including damage and harm) from, and will indemnify Harmeling Sports B.V. against, any and all claims by third parties for compensation, if and in so far as:

- a. the losses arose through inexpert usage and/or inexpert storage of the delivered items by the client and/or
- b. the losses arose because the client failed to fully comply with the instructions regarding the safeguarding of the quality and shelf life. Harmeling Sports B.V. is never liable for consequential loss, including personal injury and loss of profits, apart for in the case where this is caused by deliberate intent and/or deliberate recklessness on the part of Harmeling Sports B.V.

10. SECURITY AND TERMINATION

10.1. During the term of the agreement, in the event of the client's actual failure to, or justified concerns that he will fail to, fulfil his obligations, Harmeling Sports B.V. is entitled to suspend the fulfilment of its own obligations, including as yet unexecuted deliveries and/or assignments, and to terminate the agreement in this regard without judicial intervention or to demand security for prompt payment. If the client is in breach in respect of any obligation, including regarding the provision of security, then all claims that Harmeling Sports B.V. has against the client are due and payable immediately in one lump sum and Harmeling Sports B.V. is entitled to demand proper security for the further fulfilment of its obligations.

a. The buyer declares that when he takes delivery of the items he is familiar with the intellectual property rights used by the seller.

b. In the event of resale/onward supply, the buyer will solely sell the items under the intellectual property rights established by the seller, and by way of a perpetual clause will require his buyer to only resell the items under these intellectual property rights.

c. The buyer declares that he will not be in breach of the intellectual property rights established by the seller and that he will inform the seller of any breach without delay.

d. For the Sportsbalm shop: there is a statutory cooling-off period of 14 days. This period commences on the day after you received the product. The packages from the Sportsbalm shop are sealed, which means that the approval period only applies if this seal is not broken. If you decide not to make the purchase within this period then you can ask Harmeling Sports B.V. for the form entitled 'Ontbinding van de koop tijdens de bedenktijd' ('Setting aside of the purchase during the approval period').

11. INTELLECTUAL PROPERTY

11.1. If the delivered items bear a mark (i.e. a trademark) then the client is only permitted to use this mark with the express written consent of Harmeling Sports B.V. The client is not entitled to remove or modify a mark.

11.2. In the case of the execution of any agreement, the drawings, models, designs and similar that stem from Harmeling Sports B.V. can only be used with the latter's written consent. In all cases, intellectual property rights vested in these continue to belong to Harmeling Sports B.V.

11.3. The client is obliged to keep confidential all information regarding Harmeling Sports B.V. - including the relevant drawings, models, designs and similar - that it takes note of in the context of negotiations and/or the formation and execution of agreements. The client warrants that he and his employees will not breach the obligation referred to.

12. APPLICABLE LAW / DISPUTES

12.1. All transactions to which these terms apply, along with all legal relationships between the parties arising from them, will be solely governed by Dutch law.

12.2. The court in Harmeling Sports B.V.'s place of business has sole competence to take cognizance of disputes, unless the law prescribes otherwise as mandatory. Nevertheless, Harmeling Sports B.V. is entitled to submit the dispute to the court that is competent according to the law.