

**Ropelli B.V. General Conditions of Delivery**  
**(Registered ad the Chamber of Commerce under number 64778010)**

**Article 1 – Definitions**

In these terms and conditions shall apply:

- a. **Ropelli:** Ropelli BV, also acting in the name of Ropelli Leathers, located in Zevenhuizen (municipality Zuidplas).
- b. **Client:** the party who purchases or offers goods and/or services of Ropelli or to whom Ropelli has made an offer.
- c. **Supplier:** the party whom Ropelli enters into an agreement with to deliver goods and/or services by that party to Ropelli.

**2 – Applicability**

- 2.1 These conditions apply to all offers made by Ropelli and agreements with Clients, including related agreements, and to all other legal relationships existing between Ropelli and Client resulting from the performance of these agreements concluded by Ropelli and Client in so far as not explicitly provided in writing otherwise. The applicability of the general conditions of delivery of Client is explicitly excluded.
- 2.2 The applicability of General Conditions of Purchase of delivery of client or supplier is explicitly excluded.

**Article 3 - Offers and agreements**

- 3.1 All offers by Ropelli are free of obligation.
- 3.2 An agreement is only concluded after acceptance of an order, or purchase by the confirmation of the order by Ropelli. Ropelli has the right to refuse orders. In that case Ropelli shall communicate this within 10 working days after receiving the order.
- 3.3 Illustrations, drawings, weights, dimensions and other data included in catalogues, circular letters, advertisements and such are indicative.

**Article 4 - Price and payment**

- 4.1 Unless otherwise stated, prices mentioned are in Euros, excluding VAT, any taxes or other levies, and excluding packaging and handling costs.
- 4.2 Prices are based on delivery ex warehouse.
- 4.3 Ropelli expressly reserves the right to adjust prices, in particular but not solely when this arises from (statutory) provisions. In this case, Client is entitled to cancel the order provided notification thereof is made to Ropelli within 10 days after the announcement of the price increase by Ropelli.
- 4.4 Without any entitlement to discount, settlement or suspension payments shall be made in the agreed currency to the bank account to the indicated by Ropelli.

- 4.5 If Client fails to perform its obligations, performs its obligations improperly or timely, or if Client's business is bankrupt, granted a moratorium, in strike or liquidated, all amounts due to Ropelli are immediately due and payable. Client is due the legal commercial interest on amounts due and payable from the date on which the sum falls due until the day of full payment. In this case, Client shall also be charged with the extrajudicial costs to be made to the level of 15% of the amount due and payable with a minimum of EUR 250.00.
- 4.6 If goods delivered on approval have not been returned by Client within 15 working days after shipment, these goods are considered to have been bought.

#### **Article 5 - Delivery**

- 5.1 Delivery periods indicated by Ropelli are approximations. Failure to meet the delivery deadline gives no right to compensation. The agreed delivery period starts on the day the agreement is concluded, be it on the day any agreed down payment is received by Ropelli. Ropelli shall not be in default until declared in default in writing by Client and has been given the opportunity to remedy the breach within 15 working days.
- 5.2 Unless otherwise agreed in writing, delivery is made ex warehouse of Ropelli. If delivery is not made ex warehouse, the goods, from the moment Ropelli announces that the goods are at contracting party's disposal, are nonetheless at the expense and risk of contracting party. If Ropelli arranges shipment, insurance or export, Ropelli acts at the expense and risk of Client and the moment the risk of the goods passes is not affected. If, for whatever reason, delivery EXW is not applicable, CPT delivery address of Client applies (carriage paid to). In such case, Ropelli, in the event it arranges shipment or transportation, insurance or export, acts at the expense and risk of Client and the moment the risk of the goods passes is not affected.
- 5.3 In case of purchase, the delivery is carried out delivery free domicile by Supplier (DDP).
- 5.4 In case of call-off orders, the purchase dates shall be notified no later than within 2 months and the entire order shall be purchased within 4 months, failing which Ropelli can send the goods to Client or keep them available. Client shall still be bound by his obligation to pay. Ropelli has the right to then cancel the call-off agreement, without in that case being obliged to pay any damages.
- 5.5 If, after the expiry of the delivery period, the goods have not been purchased by Client, they are stored at his disposal, expense and risk. Consequently, Ropelli is entitled to charge storage costs among other things.

#### **Article 6 – Ownership and retention of title**

- 6.1 In the event of delivery of goods by Ropelli, all that is delivered and still to be delivered items shall remain the property of Ropelli, until all claims that Ropelli has or shall acquire on Client, among which in any case the claims included in article 3:92 paragraph 2 BW, have been fully paid. Ropelli is authorized to take back the items that have been delivered under retention and are still present at Client, if Client is in default of fulfilling its payment obligations, or has or runs the risk of getting into payment

difficulties. Client shall at all times grant Ropelli free access to its grounds and/or buildings for exercising the rights of Ropelli.

- 6.2 In the event of processing or mixing of the delivered goods by or at Client's premises, the retention of title expressed in paragraph 1 for the benefit of Ropelli also includes the goods resulting from the processing or mixing.
- 6.3 Client is not entitled to alienate, burden, pledge or otherwise surrender control over the goods to third parties as long as the ownership has not passed to him.
- 6.4 If Client has not yet fulfilled to Ropelli the agreed consideration and has resold the goods involved to a third party, he hereby grants Ropelli for this case irrevocable power of attorney to establish a right of pledge on this claim to this third party. Furthermore, Client shall give Ropelli all necessary information, such as the concerned data in respect of the third buyer and condition of sale (prices), as well as provide cooperation to essential formal rules for the purpose of establishing the right of pledge, such subject to a fine no less than the invoice amount. If Client fails to fulfil his obligations (to pay) towards Ropelli promptly, Ropelli is entitled to inform the third buyer of the right of pledge after which the third buyer can only be discharged from his obligations by paying the outstanding amount to Ropelli.

#### **Article 7 – Intellectual property**

In so far as Ropelli has rights of intellectual property with respect to the goods it has delivered, these will remain vested in Ropelli at all times.

#### **Article 8 - Complaints**

- 8.1 On delivery and prior to processing or mixing of the delivered product, Client shall immediately check whether the goods are in compliance with the agreement. In particular, Client is responsible for immediately establishing or having established whether the products meet the requirements arising from the intended use by Client. Visible defects shall be reported in writing to Ropelli immediately, but no later than 3 working days; invisible defects shall be reported in writing to Ropelli no later than 2 days after finding was reasonably possible, but in any case prior to processing or mixing, failing which Ropelli is not liable to handle any complaints. Processing or treatment, as well as cutting up the goods by Client are considered acceptance of the soundness of that which is delivered by Ropelli.
- 8.2 Complaints concerning invoices shall be filed in writing to Ropelli no later than within 7 working days.
- 8.3 Minor variations of colours, shape and such the nature of which is considered admissible in trade as well as variations of the ordered quality up to 15% give no right to complaint. In the event of sales by dimension, no right to complaint is also given by a size variation of no more than 2% for the whole batch and in the event of sales by weight a weight variation of no more than 0.5%.
- 8.4 If the complaint is well-founded, Ropelli is only obliged to replace the faulty goods without Client having a title to any compensation whatsoever.

- 8.5 Filing a complaint never releases Client of his obligations to pay Ropelli. Any right of suspension of the Client is expressly excluded

### **Article 9 – Liability**

- 9.1 In so far as permitted by law, Ropelli's liability in connection with defaults is at all times limited to the net invoice amount of the delivered product, unless the consequences of this exoneration are demonstrably unreasonably onerous on buyer.
- 9.2 Under no circumstances Ropelli is liable for consequential loss, including third party loss, loss of profits, trading loss, loss resulting from improper or incorrect use of the delivered product, unless this damage is the result of intent or wilful recklessness on the part of Ropelli.
- 9.3 A claim for compensation extinguishes if Client fails to notify Ropelli of this in writing stating all relevant data and holds Ropelli liable within one month after the facts have occurred which give or may give ground for a compensation. If Client has notified Ropelli and held Ropelli liable in compliance with aforesaid provision, the claim for compensation still expires if Client fails to raise a legal claim against Ropelli before the competent authority within 6 months after the notification.
- 9.4 The limitation of liabilities included in these general conditions of delivery is considered to have also been established for the benefit of third parties involved in the delivery of goods by Ropelli.

### **Article 10 – Indemnification**

Client indemnifies Ropelli against any claim of a third party against Ropelli, regardless of the nature of this claim, in relation to deliveries carried out by or because of Ropelli.

### **Article 11 – Guarantee at purchase by Ropelli**

- 11.1 In the event of purchase by Ropelli the Supplier guarantees that the delivered items are entirely in accordance with the specifications, sizes, weights and amounts ordered, as well as the quality ordered.
- 11.2 Ropelli has the right to examine the items to be delivered by the Supplier prior to, during or after delivery. The Supplier lends all necessary cooperation to the required examination and provides all necessary documentation and information to Ropelli.
- 11.3 If Ropelli makes use of its right to examine the items to be delivered, this shall be without prejudice to the liability of the Supplier due to failure in the delivered items, even if these failures appear first during treatment, by delivery or use.
- 11.4 Ropelli has the right to reject purchase, in case Ropelli knows or has a justified suspicion that the delivered items are not in accordance with that which has been agreed between parties.
- 11.5 In case of refusal by Ropelli the Supplier shall be obliged to take back and dispose of the items at its own expense and risk.

## **Article 12 - Termination**

- 12.1 Client is only entitled to terminate the agreement wholly or in part if Ropelli, despite repeated notice of default each stating a reasonable remedy period considering the unfulfilled obligation, remains in default of fulfilling an essential obligation from the agreement and Client as a result of this nonfulfillment demonstrably suffers loss. The right of Client to claim termination in and out of court expires 6 months after the occurrence of the facts which give or may give ground for termination.
- 12.2 In the following situations, Ropelli is in any case authorized to terminate the agreement without notice of default or judicial intervention and to demand immediate performance of all obligations arising from the agreement by Client:
- Client's bankruptcy or filing thereof, Client's suspension of payment or application for this;
  - Incorrect or incomplete representation of facts with respect to Client's creditworthiness, or reduced or insufficient creditworthiness;
  - Client diseases or is placed under guardianship;
  - Client failing to fulfil one or more of his legal obligations or obligations agreed with Ropelli.

## **Article 13 – Force Majeure**

- 13.1 Force majeure is all circumstances either or not temporarily preventing performance of the agreement and not to be attributed to the party pleading force majeure.
- 13.2 Force majeure in any case includes: strikes, lockouts, unforeseen shortage of raw material, unforeseen transport difficulties, fire, measures taken by the authorities, more particularly import and export restrictions, quota, unforeseen operational failures on the part of Ropelli, or force majeure as abovementioned, occurred with third parties on which Ropelli depends.
- 13.3 In the case of force majeure, Ropelli, at its own discretion, is entitled to either cancel the execution of an order, or terminate the agreement without judicial intervention, by notifying Client in writing and without Ropelli as a consequence being liable to any compensation. The latter in so far as this would be unacceptable under the given circumstances according to criteria of reasonableness and fairness.
- 13.4 Ropelli is entitled to payment of deliveries and performances under the agreement before the situation of force majeure occurs.
- 13.5 Ropelli can also plead force majeure if force majeure occurred after the original delivery period.
- 13.6 If the Supplier enters into force majeure, he will notify Ropelli as soon as possible, including a specification of the relevant circumstance.

## **Article 14 - Miscellaneous**

- 14.1 If Client informs Ropelli about an address, Ropelli is entitled send all orders to this address, unless Client has provided another address for this purpose.

- 14.2 If one or more stipulations in these conditions or in any agreement with Ropelli should be in conflict with a relevant statutory provision, this has no effect on the relevance of the other stipulations.
- 14.3 In the performance of assignments, Ropelli is authorized to involve third parties at its discretion.

#### **Article 15 - Applicable law and disputes**

- 15.1 All offers made by and/or agreements concluded by Ropelli, including related agreements and all disputes arising from these are solely governed by Dutch law. The applicability of the 11 April 1980 Vienna Sales Convention (CISG) 1981 Treaty Series, issues 184 and 1986 issue 61 is excluded.
- 15.2 In the event of purchase the place of shipment shall be the delivery in The Netherlands, at the office address of Ropelli at the Nijverheidscentrum 14 in Zevenhuizen (Municipality Zuidplas). In case of sales parties shall agree upon delivery Ex Works (EXW) as mentioned in the incoterms and the place of delivery shall be the office address of Ropelli at the Nijverheidscentrum 14 in Zevenhuizen (municipality Zuidplas).
- 15.3 In case a dispute arises between parties, due to any agreement or an agreement in relation to or resulting from this, the court in The Hague has exclusive jurisdiction to hear this dispute and decide upon this, such regardless of whether Ropelli is the plaintiff or the defendant.
- 15.4 Other provisions in offers, order confirmations or general terms and conditions of the party with whom Ropelli contracts, are not valid.