

## **General Conditions KOLL3KT**

### **general conditions of sale and delivery**

#### **Article 1. Applicability**

1. The definitions below are used in these general conditions.

General conditions:	all the provisions contained in this document, which can be found, inter alia, at <a href="https://KOLL3KT.com/terms/">https://KOLL3KT.com/terms/</a> .
KOLL3KT:	the (trade) name, under which the private limited company Superior Goods B.V. is operated.
Counterparty:	any legal entity or natural person who has concluded an agreement with KOLL3KT, or who has received an offer to that effect.
Goods:	all goods traded by KOLL3KT, including clothing and related items.
Agreement:	A (written) agreement between KOLL3KT and a Counterparty whereby KOLL3KT undertakes to deliver one or more goods to the Counterparty against payment by the Counterparty of the applicable price.
Distance purchase:	the distance contract relating to a consumer purchase as referred to in Section 7:5 Dutch Civil Code.
Distance contract:	a distance contract within the meaning of Section 6:230g Dutch Civil Code, whereby within the framework of a system organised by KOLL3KT for distance purchase or services without the simultaneous person presence of KOLL3KT and the Counterparty and in which, up to and including the time of the conclusion of the agreement, use is exclusively made of one or more means of distance communication.

2. These general conditions apply to all offers, quotations, order confirmations and agreements of KOLL3KT and all related acts, both of a preparatory and operational nature.

3. Differing terms and conditions shall only form part of the agreements concluded between KOLL3KT and the Counterparty if and insofar as both parties have expressly agreed thereto in writing.

4. The Counterparty's acceptance without contradiction of an offer or order confirmation to which reference is made to these general conditions shall be deemed to constitute consent and application thereof to the extent that these general conditions have been attached or are already in the possession of the Counterparty.

5. The possible non-applicability of all or part of a provision of these general conditions shall not affect the validity of the remaining provisions.

6. If a situation arises between the parties that is not provided for in these general conditions, this situation shall be assessed in accordance with the spirit of these general conditions.

7. The applicability of any terms and conditions of purchase, or otherwise, of the Counterparty of KOLL3KT is expressly rejected. Contrary to the provisions of Section 6:255(3) Dutch Civil Code, KOLL3KT is not bound by any deviations from KOLL3KT's offer stated in the acceptance by the potential Counterparty.

8. The general conditions were last amended on 25 May 2018 and can be changed at any time, subject to printing and typing errors.

#### **Article 2. Offers**

1. All offers, quotations, price lists, delivery times, etc., of KOLL3KT are without obligation, unless they contain a term for acceptance. If a quotation or offer contains a non-binding offer and this offer is accepted by the Counterparty, KOLL3KT has the right to revoke the offer within two days after receipt of the acceptance.

2. KOLL3KT cannot be held to its quotations or offers if the Counterparty can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or error.

3. Illustrations, colours, drawings and indications of sizes in the offers, order confirmations and quotations are indications only. KOLL3KT accepts no liability for deviations.

4. If an offer is composed of different amounts, KOLL3KT is not obliged to execute a part of the offer at a corresponding part of the price mentioned in the offer.

#### **Article 3. Agreement**

1. An agreement between KOLL3KT and the Counterparty shall be concluded after KOLL3KT has confirmed the Counterparty's order in writing. KOLL3KT is entitled to refuse orders or to attach special conditions to delivery. The agreement can only be amended if the parties agree thereto in writing.

2. The Counterparty guarantees the accuracy of the information provided to KOLL3KT.

3. In the event of cancellation or amendment of the order after an agreement between KOLL3KT and the Counterparty has been concluded, the Counterparty shall owe cancellation costs to be determined by KOLL3KT. These cancellation costs consist of all reasonable losses, lost profits and other damages suffered by KOLL3KT with a view to the execution of the order.

4. Cancellation or changes to the order is in any case no longer possible in the period of 14 days prior to the delivery date. In that case, the full principal sum, plus VAT, shall always be due.

5. KOLL3KT is entitled, at or after entering into an agreement, before performing, to demand from the Counterparty that both the payment and the other obligations under the agreement be fulfilled.

6. Subject to the right of withdrawal (cf. Art. 4.1 of these general conditions), the Counterparty waives all rights to terminate and/or annul the agreement in whole or in part.

7. If the Counterparty fails to fulfil its obligations or if KOLL3KT has good reason to fear that it shall not fulfil its obligations, and is therefore in default without notice being required, KOLL3KT is entitled to suspend the fulfilment of its related obligations, as well as those arising from the same legal relationship or regular transactions between the parties, without prejudice to the rights to which KOLL3KT is entitled by law or these general conditions.

8. Without prejudice to its other rights and the provisions elsewhere in these general conditions and without prejudice to the right to compensation, KOLL3KT may terminate the agreement without judicial intervention by means of a written extrajudicial statement:

- In the event that the Counterparty is in default with the fulfilment of its payment obligations, or in the event that the Counterparty fails to fulfil one or more of its other obligations under the agreement on time or in full.
- The Counterparty has applied for a suspension of payments.
- The Counterparty is declared bankrupt.
- The Debt Restructuring (Natural Persons) Act (WSNP) is declared applicable to the Counterparty.
- The Counterparty loses free disposal of all or part of its assets or income.
- In the event that the Counterparty sells or liquidates its business.

#### **Article 4. Distance purchase**

1. Contrary to the stipulations elsewhere in these general conditions, if and insofar as the Counterparty is a natural person who is not acting in the exercise of a profession or business and there is a question of distance selling, as referred to in Section 6:230o Dutch Civil Code, the Counterparty may terminate the agreement without giving reasons until a period of fourteen (14) days has elapsed, after:

- the day on which this consumer or a third party (indicated by the consumer) other than the carrier received the goods, or
- the day on which the consumer or a third party (indicated by the consumer) other than the carrier receives the last good, if the consumer has ordered several goods in the same order and these are delivered separately.

2. During this reflection period, the Counterparty shall handle the goods and its packaging with care. The Counterparty shall only unpack or use the goods to the extent necessary to assess whether it wishes to retain the goods.

3. This Counterparty has no right to terminate the agreement in case of:

- the supply of non-prefabricated goods, produced to the consumer's specifications and on the basis of an individual choice or decision by the consumer or clearly addressed to a specific person.

4. In the event of legally valid termination, KOLL3KT shall reimburse all amounts received and the delivery costs. The Counterparty shall bear the costs of returning the goods in the event that the right of termination is exercised.

5. If the Consumer has paid an amount, KOLL3KT shall refund this amount as soon as possible, but at the latest within 30 days after the return or withdrawal.

6. Termination must always be effected in writing (e.g. by email, letter).

#### **Article 5. Engagement of third parties**

1. KOLL3KT is entitled to engage third parties for the execution of the agreement.

2. If KOLL3KT engages third parties in the context of the execution of the agreement, it shall - except in the case of intent or wilful recklessness caused by managers within the company of KOLL3KT - never be liable for damage resulting therefrom. Damage is understood to include: damage to property of the Counterparty and/or third parties.

3. Applicability of Sections 7:404 and 7:407(2) Dutch Civil Code is excluded.

#### **Article 6. Prices**

1. Unless otherwise stated, all quotations are subject to price changes.
2. All prices quoted by KOLL3KT are in euro including VAT, except if indicated separately in other currencies and/or excluding VAT.
3. If after conclusion of the agreement, but before the delivery of products or goods, an increase occurs in price-determining factors, such as but not limited to raw materials, materials, parts, energy prices, transport costs, import duties, salaries or social charges, KOLL3KT is entitled to pass on these cost-increasing factors to the Counterparty.

#### **Article 7. Term of delivery and execution**

1. The delivery times stated by KOLL3KT shall never be regarded as strict deadlines. Exceeding the delivery time does not lead to liability on the part of KOLL3KT and does not entitle the Counterparty to cancel the order or to refuse the receipt or payment of the goods. The Counterparty shall indemnify KOLL3KT against any third-party claims in respect of late delivery by KOLL3KT.
2. Delivery shall take place by physical transfer of the goods to the other party. From the moment of delivery, the risks of loss or damage to the products are at the risk and expense of the Counterparty.
3. In the case of delivery in parts, each stage is considered to be a separate transaction and can also be invoiced accordingly.
4. If for any reason attributable to the Counterparty, delivery is not possible, KOLL3KT reserves the right to store the goods at the Counterparty's risk after written notice of default has been given to the Counterparty and the period stated in the notice of default has expired. KOLL3KT is entitled to terminate the agreement after a period of two weeks after the Counterparty has been declared to be in default.
5. The foregoing does not affect the Counterparty's obligation to pay the agreed price.

#### **Article 8. Privacy and third parties**

1. In order to execute the agreement concluded with the Counterparty, it is necessary for KOLL3KT to process and/or provide certain personal data of the Counterparty to third parties. Except in the event of a legal obligation, the data shall only be provided to a third party if this is necessary for the execution of the agreement.
2. The rights of the Counterparty with respect to the aforementioned processing of its data can be found in the attached Privacy Statement, which the customer was required to accept before conclusion of the agreement.
3. To the extent that the information provided by the Counterparty concerns personal data of a third party, the Counterparty declares that it is entitled to do so. The Counterparty is required to enter into a processing agreement for this purpose. The Counterparty shall indemnify KOLL3KT against possible damage, in whatever form, suffered by third parties as a result of this processing, except in the case of intent or wilful recklessness on the part of KOLL3KT.

#### **Article 9. Payment**

1. The Counterparty shall pay the invoice amount, without discount, within 30 days of the invoice date to the bank account indicated by KOLL3KT on the invoice.
2. Due to the mere expiry of the payment term, the Counterparty shall be legally - therefore without requiring a notice of default - in default and shall owe interest equal to 1% per month, unless the statutory interest is higher, in which case the statutory interest shall be due. From the day on which default has started, the Counterparty shall owe all the costs incurred by KOLL3KT, both extrajudicial and judicial.

#### **Article 10. Retention of title**

1. KOLL3KT retains title to the goods delivered by it long as the Counterparty has not paid KOLL3KT in full, including but not limited to payment of all invoices, also of earlier and later deliveries and services performed, compensation of all costs and interest, as well as claims for damages due to shortcomings in fulfilment by the Counterparty.
2. The Counterparty shall store the goods delivered under retention of title carefully and as the recognisable property of KOLL3KT and to insure them against risks such as fire, explosion, damage and theft.
3. Once the Counterparty has paid KOLL3KT in full, ownership of the product passes to the Counterparty. The Counterparty is not entitled to encumber goods, rent them out, grant them in exchange or move them outside of its residence without the written permission of KOLL3KT. The Counterparty is entitled to sell or deliver the goods owned by KOLL3KT to third parties only with the consent of KOLL3KT.

4. If the Counterparty fails to fulfil its obligations or if KOLL3KT has a well-founded fear that it shall not do so, KOLL3KT shall be entitled to have the delivered goods retrieved from the Counterparty. The Counterparty shall cooperate fully to this end. The Counterparty hereby irrevocably authorises KOLL3KT, that it or persons designated by it, may enter the place where the goods are located, in order to retrieve the goods. All resulting costs are at the risk and expense of the Counterparty.

5. The Counterparty shall inform KOLL3KT immediately in writing of the fact that third parties assert rights to goods subject to a retention of title by KOLL3KT.

#### **Article 11. Complaints**

1. The Counterparty shall inspect the goods immediately after receipt. Complaints with regard to the goods delivered by KOLL3KT shall be submitted to KOLL3KT in writing seven (7) days after receipt, with an accurate description of the complaint, failing which all liability on the part of KOLL3KT lapses. Complaints regarding partial deliveries may not be postponed until all agreed goods have been delivered.

2. The Counterparty shall not be free to return goods until KOLL3KT has agreed thereto in writing, subject to the provisions of Article 4. Acceptance of return shipments may never be considered by the Counterparty as recognition by KOLL3KT of defects in the delivered goods or as acknowledgement of liability. Return costs are for the account of the Counterparty and the products remain at its risk.

3. If a complaint is acknowledged, KOLL3KT has the choice to repair, replace or credit the delivered goods, without being obliged to pay any compensation.

4. Worn goods that are subject to complaint shall be collected by the Counterparty and retrieved at a time and in a manner to be determined by the KOLL3KT. Returned goods shall be credited as soon as KOLL3KT - in its full unilateral opinion - considers the complaint to be well-founded.

5. No complaints shall be accepted with respect to worn goods older than 18 months after the invoice date.

#### **Article 12. Liability**

1. Except in the case of intent or gross negligence on the part of KOLL3KT, KOLL3KT shall not be liable for any loss incurred by the Counterparty or third parties.

2. KOLL3KT's liability towards the Counterparty shall in any event be limited per event to the lower amount of either the relevant contract sum (invoice amount excluding turnover tax) or the amount KOLL3KT receives in this regard from its insurer, subject to a maximum of EUR 1,000 including VAT.

3. KOLL3KT shall in no event be liable for indirect loss of the Counterparty such as consequential damages and lost profits.

4. The Counterparty shall indemnify KOLL3KT against third-party claims if the resulting loss is caused by infringement of patents and/or copyrights, the use of drawings, data, models, materials or parts, or by applications of working method, which have been provided or prescribed to KOLL3KT by or on behalf of the Counterparty for the execution of the order.

#### **Article 13. Force majeure**

1. In case of force majeure, KOLL3KT shall be entitled to suspend performance of all its obligations towards the Counterparty and to terminate all agreements with the Counterparty in whole or in part while retaining the right to payment for work already performed and costs incurred and without being liable to pay any penalty or compensation.

2. Force majeure in these general conditions is understood to mean any circumstance independent of the will of KOLL3KT - even if it could already have been foreseen at the time of the conclusion of the agreement - which permanently or temporarily prevents fulfilment of the agreement, as well as, insofar as not already included therein: war, threat of war, insurrection, mobilisation, internal and external unrest, government measures, strike, exclusion of workers, transport difficulties, natural phenomena, fire, and other serious disturbances in the business of KOLL3KT or its suppliers or third parties engaged for the execution of the agreement.

#### **Article 14. Guarantee**

1. KOLL3KT guarantees the soundness of the goods it delivers and the materials used therein. In the case of goods that are made entirely or partly from natural products, samples may be deviated from. Insofar as this involves a deviation that is customary in the sector, this shall not entitle the Counterparty to return the goods or to any compensation (for loss). Furthermore, KOLL3KT only guarantees the soundness of the goods it has delivered and the materials used for these goods if these goods are used in a normal, careful manner and in accordance with the instructions of KOLL3KT and the materials used therein, as well as for the purpose for which they have been

produced. This guarantee does not apply if KOLL3KT delivers goods of an explicitly agreed lower quality. KOLL3KT shall determine whether the guarantee applies as well as the method of repair and/or shipping.

2. No claim under guarantee can be made if the defect or wear and tear is the result of negligent maintenance or normal use. Moreover, no claim under guarantee can be made if the Counterparty defaults and fails to meet its obligations.

3. In the event of replacement or compensation, account shall be taken of the use that has in the meantime been made of the delivered goods, including wear and tear as a result of normal use.

#### **Article 15. Limitation period**

1. All legal claims by the Counterparty under the agreement shall any event expire twelve (12) months after the day on which the claim has become due and payable.

#### **Article 16. Intellectual property rights**

1. The intellectual property rights, including copyright, design and trademark rights, with respect to the goods of KOLL3KT may only be used for promotional and/or publication purposes with the written permission of KOLL3KT, all in the broadest sense of the word.

2. The Counterparty shall immediately inform KOLL3KT as soon as it becomes aware of the use by third parties of intellectual property rights of KOLL3KT.

#### **Article 17. Applicable law**

1. All agreements are governed exclusively by Dutch law. Application of the Vienna Sales Convention is excluded.

2. All disputes between the parties shall be submitted exclusively to the competent court in 's-Hertogenbosch.

3. The Counterparty who is a natural person not acting in the course of a profession or business may, within one (1) month after KOLL3KT has notified the Counterparty that the case shall be submitted to the court, indicate that it opts for settlement of the dispute by a legally competent court.

#### **Contact details**

If after reading our general conditions, you have any complaints or comments with respect to the above text, please feel free to contact us in writing or by email:

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