

General Terms and Conditions of Buckler Boots B.V.

Article 1. General

In these General Terms and Conditions the following definitions apply:

1. **Buckler Boots:** the private limited company Buckler Boots B.V., registered at Oisterwijk, wholesaler in work wear and other goods. Buckler Boots B.V. is also referred to hereinafter as: "Supplier or Seller".
2. **Customer/Purchaser:** the entrepreneur or enterprise that has placed an order to supply certain goods with Seller.

Article 2. Applicability

1. These General Terms and Conditions have been filed with the Chamber of Commerce.
2. These General Terms and Conditions apply to the conclusion, contents and performance of all current and future Agreements between Seller and Purchaser. The General Terms and Conditions therefore also apply to any additional and successor agreements.
3. Deviation of these General Terms and Conditions is possible only if the parties have expressly approved of that in writing. The applicability of any General Terms and Conditions of Purchaser is expressly rejected.
4. In case one or more provisions or part thereof of these General Terms and Conditions may be void or declared ineffective, the remaining provisions of these General Terms and Conditions shall remain in full force and effect. In that case the parties will consult each other in order to agree new provisions to replace the void or ineffective provisions, in which case the intention and purport of the original provisions will be taken into account as much as possible.
5. In case of doubt about the interpretation of one or more provisions of these General Terms and Conditions, the interpretation shall take place 'according to the spirit' of these provisions.
6. In case a situation occurs between the parties that has not been provided for in these General Terms and Conditions, this situation shall be considered 'according to the spirit' of these General Terms and Conditions.
7. These terms and conditions may also apply to agreements concerning the purchase, sale, delivery and payment of goods outside the Netherlands.
8. Seller shall at all times have the right to modify and/or supplement these General Terms and Conditions.

Article 3. Offer and order

1. All offers of Seller are free of engagement. Seller is not obliged to accept the approval of an offer or an order.
2. Apparent (typographical) errors or mistakes in offers or orders of Seller are not binding on Seller.
3. Purchaser cannot derive any rights from an offer or order drawn up on the basis of incorrect or incomplete information provided by Purchaser.
4. The terms and conditions in an offer or order do not automatically apply to any successor agreements.

Article 4. Delivery

1. An agreed term or date of delivery is never a final deadline. An extension of at least two weeks will automatically apply after expiry of the (agreed) term or date of delivery. Purchaser will never have the right to suspend delivery and is obliged to take receipt of the goods delivered, failing which Seller has the option to either store the goods at the risk and for account of Purchaser, in which case delivery shall be deemed to have taken place and all invoices of Seller shall become due and payable immediately, or to cancel the agreement.
2. In case of non-delivery, late delivery or incorrect delivery Purchaser can never claim compensation for damage, unless said damage is caused by intent or gross negligence on the part of Seller. In case Seller - in deviation of the above - should be liable towards Purchaser for damage, however caused, at any point in time, Seller shall never be liable for loss of profit, loss of income, loss of savings, damage due to operating or other interruptions, and the total liability shall not exceed the net invoice value of the delivery concerned, or, in case of non-delivery or several deliveries or several incidents causing damage, the net invoice value of the last invoice.
3. All risks in goods to be delivered by Seller shall pass to Purchaser at the time of delivery.

Article 5. Reservation of property

1. All goods supplied shall remain the property of Seller until all invoices of Seller - including any invoices that have not yet become due - have been paid by Purchaser. As long as Seller still has any claim resulting from any agreement, Seller shall have the right to take back the goods and Purchaser shall not have the right to transfer goods of Seller (as security) to any third parties in any way, to transfer said goods as consignment goods and/or to encumber said goods in any way and/or to hand over said goods on loan. Purchaser is expressly prohibited from using said goods or part thereof as security for claims of third parties until all outstanding invoices of whatever kind have been fully settled.
2. In case Purchaser does not fulfil its obligations or in case of reasonable fear that Purchaser may not fulfil its obligations, Seller has the right to remove (or order the removal of) the goods supplied subject to reservation of property from Purchaser or third parties that store said goods on behalf of Purchaser, at the risk and for account of Purchaser. Purchaser is obliged to fully cooperate with this on penalty of an immediately due and payable penalty in the amount of 10% per day of any amounts owed by Purchaser to Seller, without prejudice to the obligation to comply with the obligations referred to in the previous sentence, and the right of Seller to claim damages. Purchaser itself is never allowed to return the goods to Seller without the prior, written approval of Seller.

Article 6. Complaints

1. Purchaser is obliged to inspect the goods (or have them inspected) immediately on delivery or as soon as possible after delivery. During the inspection Purchaser is obliged to check whether quality and quantity of the goods meet the agreed quality and quantities, or meet the requirements that are customary in regular (commercial) trade.

2. Complaints with respect to visible or other detectable defects may be submitted only in case Purchaser provides Seller with a written statement, as detailed as possible, of the nature and reason of the complaint with respect to the goods concerned, within 3 business days of delivery.
3. The right to complain can be exercised only with respect to goods that are still in the condition in which they were delivered.
4. Minor deviations in quality, quantity, width, colour, finish, size, workmanship and such that are considered acceptable in trade or that are technically unavoidable, can never be a cause for complaints.
5. In case Seller determines that a complaint is justified, Seller will either credit the goods concerned or replace them by similar goods, at Seller's sole discretion.

Article 7. Warranty

1. Seller supplies the Goods as has been agreed. That means specifically: subject to the specifications in the order and any accompanying (technical) specifications and without prejudice to the provisions of article 7 paragraph 4.
2. In deviation of the provision of paragraph 1 of this article, the warranty concerning colour fastness, water tightness, wash fastness, shrink fastness and other technical properties of the goods only applies if they have been confirmed to Purchaser in writing by Seller or if it is indicated on the goods that they are for instance shrink fast, wash fast, water tight and such by means of labels, tabs or otherwise.
3. Seller guarantees that the goods supplied meet the reasonable demands of reliability and/or usability and complies with the legal requirements and/or government regulations that apply on the date of conclusion of the Agreement.
4. The provisions of paragraphs 1., 2. and 3. do not apply in case of improper or incorrect use of the goods.
5. All warranty rights will be voided in case Purchaser itself (or a third party) carries out repairs or makes changes to the goods or orders such repairs or changes. All warranty rights are voided also in case the goods have not been carefully used according to any instructions supplied, or in case of inexpert use/care and/or use for other purposes than its original purpose as indicated.
6. Defects caused by improper care of the goods, improper storage, external force, accidents or other causes beyond our control, as well as by normal wear and tear of the goods are not covered by these warranty provisions.
7. In case Seller, for whatever reason, is obliged to compensate any damage, the compensation shall never (except in case of intent or gross negligence of Seller) exceed an amount equal to the invoice amount of the product by which the damage has been caused.

Article 8. Indemnification

To the extent permitted by law Purchaser indemnifies Seller from and against liability towards one or more third parties, resulting from and/or in connection with performance of the Agreement, irrespective whether the damage was caused by Seller or Seller's auxiliary, materials or goods supplied or delivered. Likewise Purchaser indemnifies Seller, to the extent permitted by law, from and against liability towards third parties in connection with a defect in the goods supplied or delivered by

Seller. In case damage is also caused by a circumstance that can be attributed to Purchaser, Purchaser shall in all cases be obliged to compensate at least a proportionate part of said damage. Purchaser is in all cases obliged to make every effort to limit the damage.

Article 9. Payment, interest and cost of collection

1. Unless a different method of payment has been agreed, payment of invoices of Seller shall take place within 30 days of invoice date. In case of non-observance of this term Purchaser will be in default by operation of the law and will be obliged to pay to Seller an interest for overdue payments equal to the legal (commercial) interest that applies to their relationship, from the due date until the date of full payment.
2. In case Seller takes collection measures against a defaulting Purchaser, any and all judicial and extrajudicial costs in connection with collection shall be borne by Purchaser. In case Purchaser is in default, Seller also has the right to suspend the performance of Seller's obligations or deliveries resulting from the Agreement, and the consequences of this will be entirely at Purchaser's risk and for Purchaser's account. Therefore Seller cannot be made liable for any damage caused by said suspension.
3. Purchaser is discharged from the fulfilment of its payment obligations only in case and to the extent that Purchaser has transferred the amounts due to the bank account of Seller.
4. Purchaser does not have the right to set off any amounts due to Seller against counterclaims.

Article 10. Force Majeure

1. In case of force majeure Seller is not obliged to fulfil its obligations towards Purchaser, respectively, said obligation will be suspended for the duration of force majeure.
2. Force majeure is understood to mean: any circumstances beyond the control of Seller preventing the performance of its obligations or part thereof towards Purchaser. Said circumstances will include but are not limited to: strike, fire, operating interruptions, interruption of energy supply, non-delivery or late delivery by suppliers or other third parties engaged and the absence of any permits to be obtained from the authorities. Force majeure is also understood to include malfunctions in a (telecommunications) network or connection or in communication systems used and/or non-availability of the internet site at any point in time.
3. In case of force majeure Purchaser cannot claim any damages of whatever kind.

Article 11. Processing of personal data

1. Personal data: any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, cultural or social identity of that natural person.

2. To the extent that data is processed for the purpose of performance of the Agreement, this personal data shall be processed in a proper and careful way and in accordance with the General Data Protection Regulation (GDPR).
3. Technical and organization-related precautions will be taken to protect the personal data against loss or any other form of unlawful processing, taking into account the state of technology and nature of processing.

Article 12. Intellectual property

1. Purchaser expressly acknowledges that all intellectual property rights in information provided, signs, notifications or other statements with respect to the goods and/or the internet site of Seller are vested in Seller, enterprises affiliated to Seller, Seller's suppliers or other holders of said rights. Intellectual property rights are considered to include patent, copy, trademark, design and model rights and/or other (intellectual property) rights, also including technical and/or commercial knowhow, methods and concepts that can or cannot be patented.
2. Purchaser undertakes not to infringe on the intellectual property rights as described in this article.

Article 13. Applicable law

These General Terms and Conditions are governed by Dutch law. Any disputes shall be submitted to the exclusive jurisdiction of the competent court of law in the place in which Seller is registered, unless otherwise prescribed as mandatory by law.