



## LEOTEX B.V. GENERAL TERMS AND CONDITIONS

Version AV202022 as published on the website [www.leotex.nl](http://www.leotex.nl)

### 1. General

- a. These terms and conditions apply to all offers, quotations, order confirmations and agreements between Leotex B.V. (hereinafter: "Leotex") and its customers (hereinafter: "the Customer").
- b. These terms and conditions shall also apply if Leotex makes use of third parties.
- c. Any deviating conditions apply only if they have been set out in writing.

### 2. Offers, prices, concluded agreements

- a. All Leotex offers and quotations are without obligation and apply for a maximum of thirty (30) calendar days, unless otherwise agreed in writing.
- b. In the case of a composite quotation, Leotex is not obliged to deliver a part of the goods included in the offer for a corresponding portion of the price specified for the whole.
- c. All prices are in Euros or dollars, exclusive of VAT and any other charges if applicable. Prices are based on factors applicable at the time of specification or conclusion of the agreement, such as social and fiscal charges, import duties and freight costs, and exchange rates for or in relation to the Euro. If these price-determinant factors are subject to changes after specification or conclusion of the agreement such that this results in an increase to Leotex's cost price, then Leotex is entitled to increase the agreed price correspondingly and invoice this price increase to the Customer.
- d. Leotex cannot be held to its quotations if the Customer in all fairness realises that the quotations contain an obvious mistake or error.
- e. An agreement with Leotex comes into effect as soon as Leotex has confirmed the order given in writing or as soon as Leotex has started to implement the order given.

### 3. Delivery and transfer of risk

- a. Unless otherwise agreed, delivery is ex works (from the factory). The purchased products are transported at the account and risk of the Customer, who should ensure adequate insurance. If the Customer refuses delivery or is negligent in providing information or instructions necessary for delivery, Leotex is entitled to store the goods at the expense and risk of the Customer.
- b. (Delivery) periods from Leotex are indicative. A delay in delivery does not entitle the Customer to dissolve the agreement or to claim compensation.
- c. Leotex is entitled to perform part deliveries and to invoice these part deliveries separately.
- d. If the goods will not or cannot be delivered, Leotex shall reimburse the amount paid by the Customer, without interest or compensation.
- e. The Customer must ensure that any customs documents / inspection reports are returned on time to the responsible authorities. Failing which, additional costs associated with this are for the Customer's account.
- f. The Customer guarantees that (i) they will comply with all applicable laws and/or regulations when marketing the goods in any form whatsoever (including sale, lease, processing) and, in particular, respect all EU and UN export control and sanction regulations and (ii) that the goods are not directly or indirectly destined for, or are likely to be destined for, any country for which a sanction is in force for the goods in question under UN or EU regulations, unless the Customer has obtained an exemption or permit for this from a competent authority designated by the UN or EU. The Customer undertakes to include this guarantee as a perpetual clause in any subsequent agreements for the marketing of the goods. Leotex cannot be held liable in the event that the Customer fails to abide by the obligations in this provision.

### 4. Third parties

- a. Leotex is authorised to engage third parties in the performance of the agreement and to accept any liability limitation of that third party on behalf of the Customer.

### 5. Payment and security

- a. The terms of payment are thirty (30) calendar days after date of invoice, unless agreed otherwise in writing. An appeal by the Customer for adjustment, suspension or deduction is not permitted.
- b. Payment must be made in the currency in which Leotex has invoiced.
- c. After expiry of the payment term, the Customer is legally in default. From that point on, the amount due is liable to the statutory commercial interest rate.
- d. All costs necessarily incurred by Leotex to settle the claim in and out of court are for the Customer's account. The extrajudicial costs are calculated in accordance with the rate for extra-judicial collection costs, at a minimum of € 150.
- e. Objections to invoices must be brought to the attention of Leotex in writing within seven (7) calendar days of the invoice date. In the absence of a timely claim, the Customer is deemed to agree to the invoice sent. A claim does not suspend the payment obligation.
- f. Leotex is entitled to require advance payment or require sufficient security for timely and full compliance with the Customer's payment obligations.

## **6. Cancellation and modification of the agreement**

- a. Cancellation or modification of an agreement by the Customer is only possible following explicit written consent from Leotex.

## **7. Dissolution and suspension**

- a. In addition to the legal provisions concerning dissolution, Leotex may dissolve the agreement with the Customer at any time with immediate effect, without further notice of default or judicial intervention being required and without any obligation to pay damages to the Customer;
  - I. if the Customer fails to pay their due debts;
  - II. if the Customer is declared bankrupt;
  - III. if a petition for suspension of payment is filed for the Customer;
  - IV. if the Customer ceases their business and/or if the Customer's assets are seized;
  - V. if the Customer loses the power of disposition over part or all of their assets in any other way; or
  - VI. if Leotex reasonably suspects that the goods are directly or indirectly destined for any country for which sanctions are in force in accordance with UN or EU regulations, without an exemption or licence having been obtained from a competent authority.
- b. If the Customer fails to fulfil one or more of its obligations, or fails to do so in a timely or complete manner, Leotex is entitled to fully or partially suspend the fulfilment of the agreement or to fully or partially dissolve the agreement without further notice of default or judicial intervention and without being required to pay any compensation, all this without prejudice to the right of Leotex to compensation.

## **8. Force majeure**

- a. Deficiencies of Leotex in the fulfilment of the agreement cannot be imputed to it if they are not attributable to its fault and do not come to its account either under the law, the agreement or under generally accepted understandings.
- b. Force majeure is in any case understood to mean: non-delivery, incomplete and/or delayed delivery by the factory/importer, import and export bans, measures of Dutch and/or foreign governmental bodies that make performance of the agreement onerous and/or more expensive than was envisaged when concluding the agreement, walk-outs, traffic disruptions, loss or damage during transport, fire, theft, telecommunication faults/malfunctions in electronic messaging, the unexpected loss of third parties, disruption to business, technical defects, transport problems, strike, the consequences of natural disasters, etc. All of this also applies where these difficulties occur with third parties engaged in the implementation of the agreement by Leotex.
- c. Leotex will have the right to dissolve the Contract if the force majeure situation has lasted for thirty (30) calendar days. The Customer will never be entitled to compensation for damage, including if Leotex enjoys any benefits due to the situation of force majeure.

## **9. Complaints/tolerances**

- a. The Customer is obliged to check the delivered product at the time of delivery. The delivered quantities are stated on the delivery document. Complaints in respect of the delivered quantity and any defects immediately noticeable on delivery must be noted on the consignment note or the delivery document and immediately, but at the latest within 24 hours of receipt of the goods, submitted in writing to Leotex.
- b. Any visible defects in the goods must be reported to Leotex in writing within seven (7) calendar days.
- c. Non-visible defects must be reported to Leotex in writing within the guarantee period as stipulated in these General Terms and Conditions.
- d. If a complaint has not been reported to Leotex within the aforementioned periods, no guarantee claim can be made.
- e. Complaints do not give the Customer the right to defer payment of amounts owing.
- f. Leotex can only deal with a complaint submitted in a timely fashion after the Customer has provided the information necessary to assess the complaint. The Customer must give Leotex the opportunity to verify the complaint. If the complaint is found to be justified, Leotex shall enter into discussions with the Customer for a solution.
- g. Leotex will endeavour to deliver in accordance with the agreed order.

## **10. Guarantee**

- a. Leotex guarantees that the products to be delivered meet the usual requirements and standards that could reasonably be set at the time of delivery and for which they are designed in normal use, provided the instructions from Leotex in relation to the use and maintenance of the goods are strictly observed.
- b. The guarantee stated under point a. of this Article applies for a period of 2 years after delivery to the Customer.
- c. If the products delivered by Leotex are produced by third parties, the guarantee is limited to the manufacturer's guarantee as provided by the wholesalers or suppliers of the products.
- d. Leotex has the right at its own choice to replace the goods, to repair the goods or to reimburse the Customer for payment made for the goods in question.
- e. Any claim under guarantee lapses after the Customer has processed, adapted or used the delivered goods incompetently or incorrectly or contrary to the purpose for which they were intended. Furthermore, there is no guarantee for colour differences with respect to incidence of light.
- f. The Customer may no longer invoke a defect in performance if they do not complain in writing to Leotex about it within fourteen (14) calendar days of discovering, or reasonably being expected to discover, the defect.

## **11. Liability and indemnification**

- a. Leotex is not liable for damage which is the result of inexpert use, or for the use of products for purposes for which they were not designed, or for any use of the products that could not be reasonably expected.
- b. The liability of Leotex is in all cases limited to the amount that is paid out by the insurer of Leotex. If Leotex's liability is not covered in whole or in part, then Leotex's liability is limited at most to the amount of the material value of the underlying claim. Leotex's liability is at all times limited to an amount of € 1,000.
- c. Leotex excludes any liability for indirect damage, including but not limited to consequential damage, trading loss, loss of production, turnover and/or loss of profit, lost savings, loss due to business interruption, depreciation, and costs that would have been involved in the execution of the object if the order had been carried out properly from the outset.
- d. Leotex is never liable for any damage that is caused by the third party or parties it has engaged.
- e. A claim for compensation must be submitted to Leotex within one year after the Customer has discovered the damage or could reasonably have discovered it, failing which the right to compensation will lapse.
- f. This point does not apply if the damage is the result of the intent or deliberate recklessness of Leotex or the management of Leotex.

## **12. Reservation of ownership**

- a. The products delivered by Leotex remain the property of Leotex until the Customer has or will have paid to Leotex all monies that Leotex claims from the Customer, including interest and costs, and including any (damage) compensation. The Customer is obliged to insure the goods delivered by Leotex, in any case against theft, damage and loss.
- b. Until the Customer has paid to Leotex everything that Leotex claims or will claim from the Customer, including interest and costs, and including any damage or other compensation payable, the Customer is not authorised to pledge or in any other way encumber the goods delivered by Leotex.
- c. If third parties seize the goods delivered under retention of title or wish to attach or exercise rights thereon, the Customer is obliged to immediately notify Leotex regarding this.

## **13. Recall**

- a. Leotex may, within a reasonable period to be determined by Leotex, require the Customer to recall products that it has put on the market and which are defective or which are at risk of becoming defective (hereinafter: 'recall action'). The Customer is obliged to sell back and deliver to Leotex the products that are the subject of the recall action at the price the Customer was originally charged. All other costs associated with the recall action are for the Customer's account on the understanding that the transport costs for the transport from the Customer to Leotex are for the account of Leotex.
- b. The Customer is obliged to implement a request from Leotex to carry out a recall action without delay, failing which it is immediately in default and the costs related to the recall action and the damage resulting from the default will be fully for the account of the Customer, regardless of who bears the risk of the recall action.

## **14. Intellectual property rights**

- a. The intellectual property rights to the trade name 'Leotex', the Leotex logo, the Leotex collection and designs produced by Leotex, drawings, sketches, lithographs, photos, software, models, stamps, die cuts, printing plates, designs, etc. rest with Leotex. They may not be copied or given to third parties without the written permission of Leotex.
- b. The Customer indemnifies Leotex for all consequences of infringement of any third-party rights if Leotex, at the Customer's request, has used a specific image, drawing, model or specific design.
- c. If the Customer has provided raw materials, auxiliary materials, ingredients or printed matter to Leotex for incorporation in the goods purchased from Leotex by the Customer, then the Customer indemnifies Leotex for possible third-party claims for infringement of intellectual property rights.

## **15. Privacy**

- a. In so far as personal data is used/processed for carrying out its activities, this personal data will be used and protected by Leotex with a high degree of care in accordance with the Personal Data Protection Act and the General Data Protection Regulation.
- b. Leotex will take appropriate technical and organisational measures to ensure the protection of personal data in the possession of, and used by, Leotex. These technical and organisational measures will also serve to prevent loss or any other form of unlawful processing of personal data. In so doing, Leotex will weigh the nature of the processing against the measures to be taken.
- c. For questions relating to their data, the Customer can get in contact with Leotex via +31(0) 013 505 7555.

**16. Applicable law and dispute settlement**

- a. Dutch law is exclusively applicable to the legal relationship between Leotex and the Customer. Application of the Vienna Sales Convention is explicitly excluded.
- b. Disputes will in the first instance be adjudicated by the competent judge of the Zeeland-West Brabant District Court; nonetheless, Leotex has the right to submit the matter to the court at the place of residence/registered office of the Customer.

**17. Final provisions**

- a. Leotex has the right to change these general terms and conditions without prior notice. In that event, the Customer has the right to cancel orders that have already been placed, in so far as not (partially) executed, within eight (8) calendar days after this change.
- b. In the event that one or more of the provisions of these general terms and conditions is invalid or inoperative, the remaining provisions will remain in force.
- c. These general terms and conditions are available in Dutch, English and German. In case of differences of interpretation, the Dutch text of the general terms and conditions shall prevail.
- d. The most recent version of these general terms and conditions, as can be found on the website of Leotex ([www.leotex.nl](http://www.leotex.nl)) will apply.