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GENERAL TERMS AND CONDITIONS OF SERVICE BUREAU JANSEN BV (SBJ)

1. General

Article 1 Applicability (and definitions)

1.1. Service Bureau Jansen BV and all its affiliated companies are referred to wherever SBJ BV is mentioned below in these terms and conditions.

1.2. These general terms and conditions apply to all offers/quotations and agreements whereby SBJ BV provides services and/or goods of any type or nature to the Client, even if these services and/or goods are not described in further detail in these terms and conditions. Articles 1 to 17 inclusive apply to all activities to be performed by SBJ BV. The provisions under B. Ownership, Storage and Transport of Goods, C. ICT Services, D. Funds, E. Delivery of Print on Demand (PoD), Promotional Items and Visual Merchandising, of these general terms and conditions apply specifically to one of these activities, whereby the provisions of art. 1 to 17 also apply in full, as well as to all agreements entered into with SBJ BV, and with regard to the sale by SBJ BV of products and the performance by SBJ BV of services, which relate, inter alia, to the PoD component, the performance of services and promotional, merchandising and visual branding activities, all in the widest sense of the word.

1.3. In these general terms and conditions, the Client is understood to mean the person who has received the validity of these general terms and conditions without having explicitly declared them inapplicable or having accepted them.

1.4. The applicability of general terms and conditions of the Client to an agreement with SBJ BV is expressly excluded.

1.5. Any deviating terms and conditions are only effective between SBJ BV and the Client if such deviating terms and conditions have been expressly agreed upon in writing by both SBJ BV and the Client, and apply only to the agreement in question.

1.6. These general terms and conditions shall also apply to all future agreements with the Client relating to the development, purchase and sale of products and performance of services.

1.7. If any provision of these general terms and conditions is void or voided, the other provisions will remain in full force and SBJ BV and the Client will consult with each other in order to agree on new provisions to replace the void or voided provisions, with due allowance where possible for the objective and purport of the void or voided provision.

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Article 2 Offer and conclusion of an agreement

- 2.1. All offers and quotations made by SBJ BV are without obligation, unless expressly stated otherwise in writing in the offer. In the event that an offer/quotation by SBJ BV is not within 14 days or a period indicated in the offer/quotation followed by a written order or an order by e-mail from the Client and confirmed by SBJ BV, it shall be null and void.
- 2.2. A compound quotation or offer does not oblige SBJ BV to perform part of the offer at a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.
- 2.3. An agreement between SBJ BV and the Client is established through an offer and acceptance. SBJ BV provides written confirmation of the order to the Client. Acceptance takes place upon receipt and approval by SBJ BV of the order confirmation signed by the Client. This order confirmation is deemed to convey a correct and complete statement of the agreement.
- 2.4. All offers, quotations and prices of SBJ BV, wherever published and however made, are without engagement, unless expressly agreed otherwise in writing.
- 2.5. SBJ BV is only bound by agreements made by the Client with the staff of SBJ BV if these agreements have been confirmed in writing by SBJ BV. With respect to this, personnel shall be understood to mean all employees and staff not under procurement.
- 2.6. The agreement with the Client has no other content than the content stated by SBJ BV in the order confirmation.
- 2.7. The Client cannot derive any rights from information supplied by SBJ BV or by third parties regarding the goods offered, or information contained in printed matter, illustrations and presentations etc., even if these are sent together with the order confirmation.
- 2.8. Amendments to the agreement are only binding if confirmed in writing by SBJ BV or accepted. SBJ BV has the right to refuse an amendment to an agreement without stating any reasons. SBJ BV is not liable for any loss resulting directly or indirectly from such refusal.
- 2.9. The Client may not transfer the rights and/or obligations arising from the agreement with SBJ BV, either in whole or in part, to a third party without the prior written consent of SBJ BV.
- 2.10. Unless agreed otherwise, the offer made by SBJ BV does not include (any obligation to take out) any insurance - except for statutory professional liability.
- 2.11. If the Client expressly so informs SBJ BV in writing, SBJ BV will insure the other risks to the extent possible and at the Client's expense. However, SBJ BV's liability, if any, despite the provisions of the previous section of this article, does not extend beyond payment to the Client of any insurance money received by SBJ BV.

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Article 3 Prices

- 3.1. All agreements are concluded on the basis of the prices that are applicable at the time of conclusion of the agreement.
- 3.2. If the prices of wages, social-security contributions, sales tax, etc. are increased after the agreement, even if this is due to circumstances that could have been anticipated when the offer was made, these will be charged to the Client. If the price is based on a currency exchange rate, a change of 2% or more in the currency exchange rate will be charged on the agreed price.
- 3.3. Prices of Services and delivery of Goods are based on the price of materials, transport costs, wages, insurance premiums, tax charges, social-security premiums, import duties, prices of postal charges and distributors and other price-determining factors applicable on the date of dispatch of the offer/quotation. In the event of any increase in price-determining factors (as referred to above), SBJ BV has the right, through a written notification to the Client, to charge a proportional increase to the Client.
- 3.4. All prices and rates mentioned in offers, quotations and order confirmations are exclusive of V.A.T. and other statutory surcharges and taxes, unless stated otherwise. Unless otherwise specified in offers, quotations and order confirmations, prices are ex warehouse Eindhoven.

Article 4 Security

- 4.1. Upon entering into the agreement, SBJ BV is entitled to ask the Client for a deposit of up to the full amount involved in the agreement.
- 4.2. If the Client's creditworthiness gives rise to this, SBJ BV may require further security, failing which SBJ BV may suspend its obligations under the agreement.
- 4.3. In addition to the provisions in section 2 of this article, SBJ BV is moreover entitled, if and to the extent that SBJ BV is required to pay amounts to third parties on behalf of the Client, for example - but not limited to – with respect to refund campaigns, product reimbursements, loyalty programmes and/or other marketing and promotional campaigns, to require from the Client, before commencement of the work, (an) advance payment(s) in respect of the amounts to be paid by SBJ BV on behalf of the Client to third parties. Such advance payments may also be required of the Client in the interim (during the course of such campaigns). The provisions of article 5 sections 6, 7 and 8 are fully applicable to the payment of amounts due from the Client to SBJ BV and vice versa.

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4.4. In the event that the required security and/or requested advance payments are not provided by the Client, or are provided unsatisfactorily, SBJ BV is entitled to suspend the execution of the work with immediate effect and/or to dissolve the agreement in whole or in part without court intervention, and to take back anything that has already been delivered without prejudice to the Client's right to compensation for damages.

SBJ BV is entitled to payment of the costs incurred up to that time while the amounts stated in the estimate will be charged.

Article 5 Payment

5.1 Payment shall be made in the currency used for price agreement and/or invoicing, unless otherwise agreed upon in writing. If no currency is specified, payment will be made in Euros. If the parties have agreed that payment may be made in a currency other than the currency used for price agreement, SBJ BV is entitled to charge any exchange rate differences and administration costs to the Client.

5.2. Payment shall take place within 14 days after the invoice date, unless explicitly agreed otherwise.

5.3. Payment should be made by transferring the amount due to the bank account of SBJ BV. Payment to a party other than SBJ BV does not constitute payment in full.

5.4. In the case of an agreement involving amounts to be paid periodically by the Client, SBJ BV is entitled to adjust the applicable prices and rates through written notification within a period of at least two months. In addition, SBJ BV will be permitted to adjust the agreed prices annually in line with the changes in the consumer price index (C.P.I.), all households (2015=100), as published by Statistical Office of the Netherlands. However, the amounts after indexation shall never be lower than the amounts agreed upon between the Parties before the indexation.

5.5. If the Client fails to pay any amount due in time, the Client is legally in default without notice of default being required. In this case, all amounts receivable by SBJ BV from the Client are immediately due and payable in full, and SBJ BV is moreover entitled to receive default interest of 1.25% per month calculated on the Client amount from the moment that the Client is in default. If the Client remains in default, SBJ BV may suspend or cease all deliveries, without prejudice to SBJ BV's other rights.

5.6. After the occurrence of the default, the Client is also obliged to pay to SBJ BV all extrajudicial costs incurred by SBJ BV, including fees and expenses. The extrajudicial costs are set at

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15% of the outstanding Client amount, with a minimum of € 250.00, unless the actual costs are higher. In such case, the Client must pay the actual costs incurred to SBJ BV.

5.7. Every payment made by Client shall first serve to pay the interest due and subsequently the costs related to collection. Only after payment of these amounts will any payment made by the Client serve to reduce the outstanding claims in the Client amount.

Art 6 Intellectual property

6.1. SBJ BV remains the owner of the intellectual property rights relating to the designs, images, drawings, models, samples, concepts and ideas supplied to the Client, unless expressly agreed otherwise in writing.

6.2. Reproduction, disclosure, copying and distribution of the items mentioned in paragraph 1 is only permitted with the express written consent of SBJ BV.

6.3. The designs, images, drawings, models, concepts and ideas referred to in the first paragraph remain the property of SBJ BV and must be returned immediately upon the first written request of SBJ BV.

6.4. In the event of an infringement of the obligations set out in this article, the Client will forfeit to SBJ BV, without legal intervention, an immediately payable penalty of €10,000 (in words: ten thousand euros) for each infringement and each day that the infringement continues, without prejudice to the Client's obligation to compensate SBJ BV for the loss suffered.

Art 7 Execution of the agreement/services

7.1. SBJ BV will always perform the obligations under the agreement in accordance with proper and professional practice. Unless the parties have agreed otherwise in writing in the agreement, all obligations entered into by SBJ BV are best-effort obligations and not result obligations.

7.2. Unless expressly agreed otherwise between the parties, SBJ BV is permitted to work in any form for a company that is identical, similar or related to that of the Client.

7.3. If during the performance of the Agreement it appears that for a proper performance thereof it is necessary to amend or supplement it, the Parties will proceed to amend the Agreement in good time and in mutual consultation. If the nature, scope or content of the Agreement, whether or not at the request or indication of the Client, of the competent authorities or other is amended and the Agreement is thereby amended as for quality and/or quantity, this may have implications to the agreements originally made between the Parties. As a result, the amount originally agreed

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between the Parties may also be increased or decreased. In such a case, SBJ BV will give as much advance notice as possible.

7.4. Furthermore, by amending the Agreement as described in paragraph 3, the originally specified term of execution may be changed. The Client accepts the possibility of amending the Agreement in this respect, including the change in price and term of execution. Without being in default, SBJ BV may refuse a request to amend the agreement if this could have quality and/or quantity implications for, for example, the work to be performed or the goods to be delivered with respect to this.

7.5. If and insofar as the agreement relates to the storage, transport, transfer of ownership and delivery of goods by SBJ BV in the name of the Client to third parties with whom the Client has entered into a purchase agreement (which expressly includes consumer purchase and distance-selling agreements), SBJ BV will at all times be acting on the instructions of and as the direct representative of the Client. In this connection, the Client hereby grants SBJ BV a general and time-limited power of attorney pursuant to Book 3, Section 62 of the Dutch Civil Code to perform on behalf of the Client all legal acts and all acts of disposal necessary for the storage, transport, transfer of ownership and delivery of the Goods.

Art 8. Obligations / responsibilities of the Client

8.1. The Client is obliged to cooperate and to always provide SBJ BV in good time with all the information and data which it may reasonably suspect are necessary for the proper execution of the agreement by SBJ BV. In particular, the Client must ascertain whether specific legislation and/or regulations apply to the work to be performed by SBJ BV. If this is the case, the Client must inform SBJ BV in good time of the implications of the said legislation/regulations for the execution of the agreement by SBJ BV.

8.2. In the event that information and data necessary for the execution of the agreement are not at the disposal of SBJ BV, or not in a timely manner or not in accordance with the arrangements, or in the event that the Client fails to fulfil his obligations in some other way, SBJ BV is in any case entitled to suspend the execution of the agreement and to charge the ensuing costs at its usual rates.

8.3. The Client shall enable SBJ BV to perform its agreement, and shall ensure among other things - but not exclusively - at its own expense and risk that, if and insofar as applicable to the agreement in question: - the goods and materials to be delivered to SBJ BV for processing are delivered on time and carriage paid at the agreed delivery location. In the event of carriage paid

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delivery, SBJ BV is entitled to charge the Client for the freight costs paid; - the permits/duties required for performance of the agreement have been/will be granted in good time by the competent bodies or authorities and are present in writing; - if desired by SBJ BV, on completion of the (preparatory) work, an authorised representative of the Client is present to check whether the (preparatory) work has been performed properly.

8.4. The Client guarantees SBJ BV that it is in all cases adequately insured against damage which may be attributed to it as a result of legal acts and/or factual acts and/or omissions on its part, as well as on the part of third parties working for it or hired by it.

8.5. The Client furthermore guarantees SBJ BV that the goods to be processed, stored and transported by SBJ BV comply with all the relevant Dutch (semi)legal requirements, as well as the (semi-)legal requirements of the country/territory where the Goods are to be delivered.

8.6. The dimensions, numbers, quality, specifications and/or other information provided by the Client to SBJ BV in relation to Goods and Materials under the execution of the agreement, may be assumed by SBJ BV to be accurate. The risk of inaccuracies in these statement(s) is vested with the Client.

Article 9 Retention of title

9.1. SBJ BV remains the owner of all the products delivered under the agreement as long as the Client has not fulfilled his payment obligations under this agreement and/or any other agreement with SBJ BV, including any amounts owed by the Client in connection with the failure to fulfil the agreement concluded with the Client and/or his obligations to SBJ BV.

9.2. SBJ BV has the right to reclaim and take possession of these products if the Client fails to meet its obligations in whole or in part. The Client is obliged to cooperate fully in this respect.

9.3. As long as the products remain the property of SBJ BV, the Client is not entitled to alienate and/or encumber them, which expressly, but not exclusively, includes pledging and transferring them as security.

9.4. If the obligations referred to in this article are violated, the Client will forfeit a penalty of € 10,000 (in words: ten thousand euros) per day for each day that the breach continues, without prejudice to SBJ BV's right to full compensation of the loss.

Article 10 Confidentiality and non-adoption clause

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10.1. Except in the case of a legal obligation to disclosure, SBJ BV will maintain confidentiality in respect of third parties regarding confidential information obtained during the performance of the work.

10.2. Each of the Parties shall, during the term of the Agreement and for one year after its termination, only employ employees of the other Party or otherwise directly or indirectly have employees of the other Party involved in the execution of the Agreement, after proper business consultation.

Art 11. Intellectual or industrial property rights

11.1. All intellectual or industrial property rights to all Materials developed or provided under the Agreement, even if the development and/or production of those Materials was paid for by the Client, are vested entirely in SBJ BV.

The Client shall, with respect to the Materials only acquire the rights of use and powers expressly granted in these terms and conditions or otherwise in the agreement with SBJ BV and apart from this, he shall not reproduce and/or publish the Materials without the prior written consent of SBJ BV

11.2. The Client is aware that the Materials contain (or may contain) confidential information and trade secrets of SBJ BV as well as personal data. Client undertakes to keep the Materials secret, not to disclose or give them in use to third parties, and to use them only for the purpose for which they have been provided to him.

11.3. The Client is not permitted to remove or change any indication concerning copyrights, brands, trade names or other rights of intellectual or industrial property from the Materials, including indications concerning the confidential nature and secrecy of the Materials.

11.4. With due observance of the other provisions of these terms and conditions, the Client is entitled, after prior consultation with SBJ BV in this respect, to rectify errors in the Materials provided to him if this is necessary for the use of the Materials resulting from their nature. Such rectification by the Client does not affect the provisions in the previous paragraphs of this article.

Art. 12. Data and copyrighted material from third parties

12.1. SBJ BV is not responsible and/or liable for the accuracy of the data it receives from the Client and/or third parties.

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12.2. With regard to loss or damage caused by the inaccuracy of data supplied by the Client and/or third parties, SBJ BV excludes any liability except for intent or gross negligence on the part of SBJ BV.

12.3. If and insofar as under the Agreement SBJ BV is required at the request of the Client to make use of data and/or copyrighted material of third parties, the Client is responsible for the timely acquisition of user licences for the said copyrighted material. Copyrighted material includes - but is not limited to - software, databases, fonts, portrait rights, brand or trade name rights, photo or audio-visual material, house style elements and music. The Client will indemnify SBJ BV against any action based on the allegation of third parties that providing, using or editing such material infringes any right of a third party.

Article 13 Liability

13.1. In the event of an attributable failure, SBJ BV will only be liable vis-à-vis the Client after it has been declared to be in default by the Client by means of a written reminder, granting it a reasonable period in which to perform, and it fails to do so within this period.

13.2. The total liability of SBJ BV is limited to a maximum of 10% of the total amount invoiced to the Client pursuant to the agreement concerned, excluding VAT.

13.3. SBJ BV shall in no event be liable for indirect loss such as consequential loss, loss due to delay, loss of profit or loss of turnover.

13.4. SBJ BV is not liable for any costs, loss or interest which may arise as a direct or indirect consequence of:

- a. force majeure, as described in article 12 of these terms and conditions;
- b. acts or omissions by the Client, its employees or other persons employed by or on behalf of the Client.
- c. the occurrence of damage by violating laws and regulations at the request of the Client.

13.5. In the event of an attributable failure on the part of the Client, the latter is obliged to compensate SBJ BV for all losses suffered by SBJ BV as a result of such failure, including pure financial loss.

Article 14 Force majeure

14.1. Extraordinary circumstances such as storm damage and other natural disasters, impediments by third parties, impediments in transport in general, whole or partial strikes, riots, sit-

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ins, seizure, defects in machinery, war or threat of war both here and in the country of origin of the products, exclusions, loss of or damage to products by suppliers of SBJ BV, ex and import bans, whole or partial mobilisation, epidemics, impeding measures by any government, fire disturbances and accidents in the company or in the means of transport of SBJ BV, or in the means of transport of third parties, loss of the parts to be processed, the imposition of levies or other government measures, which entail a change in the actual circumstances, illness of personnel and/or a lack of personnel and furthermore any circumstance which SBJ BV could not reasonably have foreseen and which it could not reasonably have controlled, constitute force majeure for SBJ BV and release it from its obligation to deliver or to perform work, without prejudice to the fact that the Client is obliged to pay the costs of the work to SBJ BV and/or execution of the work, without the Client being entitled to any compensation of any kind or under any title whatsoever.

14.2. In the event of force majeure, SBJ BV is entitled either to cancel, suspend or amend the purchase agreement or the agreement for the implementation of services, until the exceptional circumstances have ceased to exist.

Art 15. Complaints

15.1. SBJ BV must be notified of any complaints by registered letter, no later than within seven days after a delivery of Goods or Services has taken place. Deficiencies in part of the work delivered shall not entitle the Client to reject all of the work. Deficiencies which could not reasonably have been discovered within the aforementioned period must be reported to SBJ BV within a reasonable period of time after the Client has discovered or could reasonably have discovered the deficiency, yet no later than 20 days after delivery of the Goods or Services.

15.2. In the event that the complaint is found to be valid, SBJ BV will make every effort to ensure that the delivery of Goods or Services still corresponds to the Agreement.

15.3. If and insofar as the Client has already put the delivered Goods, or part thereof, into use, processed them or supplied them to a third party, the Client will not be able to assert any claim against SBJ BV by virtue of this article.

15.4. If the Client has not lodged a complaint within the periods mentioned in paragraph 1 of this article, he is deemed to have accepted the delivered goods.

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Article 16 Dissolution and suspension of agreement

- 16.1. Without prejudice to its rights, SBJ BV is authorised to dissolve the agreement with immediate effect, without notice of default or legal intervention:
- a. if the Client is in default with regard to any obligation in respect of SBJ BV;
 - b. if SBJ BV or the Client is granted a (temporary) moratorium or an application for such a moratorium has been submitted;
 - c. when SBJ BV or the Client is declared bankrupt or files a petition for bankruptcy;
 - d. the Client is liquidated or discontinued;
 - e. the Client loses the power of disposition of his assets or parts thereof due to attachment, placement under guardianship or otherwise, and he has not regained the power of disposition within 4 weeks;
 - f. a justified appeal to force majeure has been made and the period of force majeure exceeds 30 days or can reasonably be expected to do so;
 - g. the Client must in all reasonableness be considered unable or no longer to meet his obligations.
- 16.2. In the event of a shortcoming, or in the cases mentioned in paragraph 1 under b and c of this article, SBJ BV is moreover authorised to suspend performance of the agreed work.
- 16.3. Dissolution and suspension of the agreement shall take place through a written statement.

Article 17 Applicable law/disputes

- 17.1. Each agreement between SBJ BV and the Client is governed exclusively by Dutch law.
- 17.2. All disputes between SBJ BV and the Client will exclusively be referred to the competent court in Den Bosch, or, at the discretion of SBJ BV, to the competent court at the registered office of SBJ BV.

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B Ownership, Storage and Transport of Goods

18. Reference

18.1 Reference to Articles 9, 11 and 12

19. Transfer of risk, retention of title, lien and pledge

19.1. The risk of the goods delivered or to be delivered by SBJ BV to the Client or Consignee is at all times permanently transferred to the Client from the moment the goods are received by the Client or Consignee.

19.2. All goods delivered or to be delivered under the agreement remain the exclusive property of SBJ BV until all claims which SBJ BV has or will have against the Client under this agreement, or other similar agreements, have been paid in full.

19.3. SBJ BV has, in respect of any person who requires their issue, a lien on any amounts of money, goods and documents in its possession in connection with the agreement with the Client.

19.4. SBJ BV can always exercise the right of retention against the Client and/or Consignee for any amounts owed or that will be owed to it by the Client and/or Consignee, for any reason.

19.5. If a dispute arises during the financial settlement concerning the amount due or if a calculation is required to determine the amount that cannot be made soon, the Client, if the Client or the Consignee demands delivery, is obliged to pay immediately the part on which the parties agree and to provide security for the payment of the part disputed by it or the part for which the amount has not yet been established.

19.6. All goods, documents and amounts of money which SBJ BV has in its possession or will acquire by virtue of the agreement entered into with the Client are deemed to be subject to a pledge within the meaning of Book 3, Section 236 of the Dutch Civil Code with respect to all claims it may acquire against the Client and/or the owner and/or the Addressee.

19.7. SBJ BV may require the Client to replace the pledged goods with another equivalent security, at SBJ BV's sole discretion.

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Article 20. Liability and indemnity

20.1. The limitation or exclusion of SBJ BV's liability for damage suffered by the Client and/or third parties with respect to the performance of the agreement also applies, and to the extent necessary, is also stipulated by SBJ BV with regard to the (legal) persons working by it or on its behalf, as well as the persons employed directly or indirectly by it or by the latter.

20.2. The Client is obliged to indemnify SBJ BV or hold it harmless in respect of all third-party claims with regard to compensation for which SBJ BV's liability in the relationship with the Client is excluded in these Terms and Conditions.

20.3. The Client is liable for all damage caused by or in connection with the goods entrusted to SBJ BV.

20.4. The Client is liable for damage caused by persons whom SBJ BV has allowed on its premises.

20.5. The Client is liable for all costs, damage, interest, fines, penalties and confiscations, including damage due to failure to comply with customs documents, or failure to do so on time, which are the direct or indirect result of the circumstance that the goods, when presented to SBJ BV, were not accompanied by the required documents, or were accompanied by incorrect documents, or which are the result of, or which are in any way connected with, a circumstance for which SBJ BV is not liable.

20. 6. The Client is obliged to indemnify SBJ BV or hold it harmless in respect of all claims from third parties with regard to compensation for loss for which, in the relationship with SBJ BV, a liability has been established for the Client.

Article 21 Partial deliveries and Subcontracting

21.1. SBJ BV is at all times entitled to perform the agreement in parts, and/or to apply other provisos.

21.2. SBJ BV is at all times entitled to subcontract the execution of the agreement in whole or in part to third parties.

Article 22 Euro pallets

22.1. If and insofar as agreed in writing between the parties, SBJ BV will arrange for the exchange of euro pallets in countries within Europe where exchange of euro pallets is possible or customary, at a cost to be charged to the Client by SBJ BV.

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22.2. Exchange of euro pallets takes place from the moment of delivery by SBJ BV of the goods to the Client or the Consignee.

22.3. SBJ BV is entitled to refuse to exchange euro pallets if vouchers are offered for the pallets to be exchanged.

22.4. The Client has no claim whatsoever against SBJ BV with regard to the quality of the euro pallets to be exchanged. A 5% balance difference in respect of loss/damage is applicable.

22.5. Unless proved otherwise by the Client, the administration of SBJ BV is decisive with regard to any mutations to the exchange pallets.

Article 23 Cancellation of transport

In the event of cancellation by the Client of the agreement within 24 hours before SBJ BV commences work under the agreement, SBJ BV is entitled to charge the Client eighty percent (80%) of the agreed amount.

Article 24 Packaging and marking

24.1. Goods offered by or on behalf of the Client must be properly packed. SBJ BV is entitled to refuse improperly packaged goods.

24.2. SBJ BV is not liable for damage to the goods caused by inadequate packaging.

24.3. The Client is obliged to mark the goods offered to SBJ BV under the agreement with the following information (where applicable): consignor, destination, package number and number of packages, reference number.

Article 25 Agreement on the carriage of goods

25.1 In an agreement entered into between SBJ BV and the Client concerning the transport of goods, if and insofar as SBJ BV makes use of a Carrier for the loading, unloading and/or transport of goods under the agreement, the (general) terms and conditions applied by the Carrier to the performance of the said services apply in full to the agreement between SBJ BV and the Client, in addition to the applicable treaties, laws and statutory regulations governing the various modes of transport. Upon the Client's first request, SBJ BV will provide a copy of such terms and conditions.

25.2. In the event of the transport of goods, Client is obliged to ensure that the unloading location for the goods is accessible for the transport method used for these goods.

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Art 26. Return shipment of goods

- 26.1 Without prior written consent, SBJ BV is not obliged to accept return shipments from the Client and/or third parties.
- 26.2 Acceptance of returned goods in no way implies acknowledgement by SBJ BV of the reason stated by the Client or the third party for the return. The risk of returned Goods will be for the account of the Client until they have been credited by SBJ BV.
- 26.3 SBJ BV reserves the right to make any credit entries arising from returns.
- 26.4 If and to the extent that goods/packages which SBJ BV has sent on behalf of the Client are returned to and received by SBJ BV because these goods/packages have not been collected by the addressees, cannot be delivered or have been refused by the addressee, SBJ BV will invoice the Client for the costs involved in their return.

C. ICT Services

Art 27. Duration

- 27.1 Agreements for ICT Services are deemed to have been entered into for the duration of at least one year unless Parties have agreed on a different term in writing in the Agreement.
- 27.2 The Agreement shall be tacitly renewed each time for the duration of the original period, unless one of the Parties terminates the Agreement in writing with due observance of a three-month period of notice.

Art 28. Execution of ICT Services

- 28.1 For the ICT Services, the Parties shall make arrangements to be laid down in writing.
- 28.2 If, pursuant to the Agreement, SBJ BV is obliged to provide a form of information security, such security will correspond to the specifications regarding security agreed in writing between the parties. SBJ BV cannot in any way guarantee that the information security is effective under all circumstances. If the agreement does not specify a form of security, the security will meet a level which is not unreasonable, given the state of the technology, the sensitivity of the data and the costs involved in achieving the security.

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Art 29. Development of specific works

29.1. If the ICT Service (also) extends to developing websites, house styles, logos, images, software, designs, documentation, advice, reports or other specific works, the parties will specify in writing which works will be developed, the requirements which they must comply with and the manner in which this will be done. SBJ BV will develop such works with due care on the basis of the requirements specified by the Client, for the accuracy, completeness and consistency that the Client vouches for.

29.2. SBJ BV is entitled, but not obliged, to investigate the correctness, completeness or consistency of the source materials, requirements or specifications provided to it and, upon discovery of any deficiencies, to suspend the agreed work until the Client has eliminated the deficiencies concerned.

29.3. SBJ BV has the right to use images, software and components of third parties, including open source software, in the development of software. The Client is responsible for correct compliance with the relevant third-party licences when using the developed works.

29.4. If and only to the extent expressly agreed in writing, SBJ BV will provide the source code of developed software and the technical documentation produced in developing the software to Client, and Client is entitled to make changes to this software.

29.5. All data to be processed by SBJ BV for the execution of the ICT Services will be supplied by the Client in accordance with the conditions to be set by SBJ BV.

29.6. If the services are to be delivered in parts, whether or not related, SBJ BV may, if it so deems desirable or necessary, require the Client to approve the part delivered in writing before proceeding to develop, process or adjust the subsequent part agreed in the agreement with regard to this service.

29.7. The Client guarantees that all items, data, software, procedures and instructions provided to SBJ BV for the execution of data processing are at all times correct and complete and that all data carriers supplied to SBJ BV meet the specifications of SBJ BV.

29.8. The equipment, software, materials and other goods in the broadest sense of the word used by SBJ BV for the execution of the Assignment remain at all times the property or subject of intellectual and industrial property of SBJ BV.

29.9. If the Client pays a fee for the development or purchase by SBJ BV of the equipment, software materials or other items as referred to in article 29.8, this will only be regarded as a contribution to the costs and cannot procure the acquisition of ownership.

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29.10. SBJ BV is entitled to make changes to the content or scope of the ICT Services. If this involves costs, SBJ BV will notify the Client in writing.

These costs shall at all times be borne by the Client.

29.11. If amendments are made at the express written request of the Client, the costs involved will be borne entirely by the Client. However, SBJ BV is never obliged to follow and/or carry out any such requested changes.

29.12. If telecommunication facilities, Internet facilities of third parties, Service Provider(s) and/or Access Provider(s) are used in the execution of the ICT Services, SBJ BV is not responsible, nor liable for (transmission) errors and/or malfunctions in (the availability of) the aforementioned facilities which cannot be attributed to it.

29.13. SBJ BV shall never be liable for loss resulting from theft, loss, substitution, damage, burglary and/or loss of data if, in the performance of the ICT Services, it uses the facilities of third parties as described in the previous paragraph.

Art. 30. Guarantee

30.1. SBJ BV has a best-efforts obligation for the execution of ICT services. SBJ BV cannot guarantee that the order for an ICT service will be executed without errors. If errors or imperfections in the results of the ICT Services are a direct consequence of products, software, information carriers, procedures or operating actions for which SBJ BV is explicitly responsible pursuant to the Agreement, SBJ BV will, where possible, repeat the performance of the ICT Service concerned in order to repair these imperfections to the best of its ability, provided that the data required for repeating the ICT Service are still available and the Client informs SBJ BV of the imperfections in writing and in detail as soon as possible, but no later than one week after receipt of the results. After mutual consultation, SBJ BV may charge costs to the Client for the repeated performance.

30.2. If the errors or inadequacies are not attributable to SBJ BV, the Client may request SBJ BV to repeat the ICT Service in question, in which case SBJ BV will charge the costs.

30.3. If it is not reasonably possible to repair errors or imperfections attributable to SBJ BV, SBJ BV will not be liable to the Client in this respect.

Art 31. Changes and additional work

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- 31.1. For changes and/or additional work relating to the agreement, whether or not in consultation with or at the request of the Client, SBJ BV will require a separate additional agreement.
- 31.2. The activities referred to in article 31.1 shall be reimbursed to SBJ BV at the rates and or costs established for that purpose.
- 31.3. Changes and or additional work as referred to in article 31.1 may lead to a delay in delivery, which is accepted by the Client in advance.

Art 32. Completion and approval / acceptance

- 32.1. After delivery or completion of the work, the Client must perform a solid test within a period of 5 working days, unless another period has been agreed in writing, and subsequently either approve or reject the service in writing, stating explicit reasons.
- 32.3. In the event of total or partial rejection, SBJ BV has a best-efforts obligation to resolve the reasons for rejection to the best of its knowledge. This includes stating motives for the incorrect reason for rejection.
- 32.4. If, even after a reasonable number of repair attempts, the Client continues to reject the final or intermediate result for valid reasons, both the Client and SBJ BV are entitled to cancel the agreement with regard to the Service concerned. In this case, the Client will receive a refund of the price paid for the rejected results, less a reasonable compensation for the hours actually spent on the Service. SBJ BV may only exercise this right after having indicated that the respective servicing or motivation is the last.
- 32.5. SBJ BV may require the Client to approve or disapprove each separate delivery if an order or service is delivered in parts. Each approval or rejection is an individual approval or rejection and cannot have influence on or be a reason for approval or rejection at a later stage.

Art 33. Right of use

- 33.1. All intellectual property rights to all materials, software, works, analyses, designs, documentation, advice, reports, quotations, as well as preparatory material developed or provided with respect to the Service, are the exclusive property of SBJ BV or its licensors.
- 33.2. The Client will only acquire the user rights and powers that arise from the scope of the Agreement or that are granted in writing, and apart from this, the Client will not reproduce or

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publish the software or other materials or works. These rights of use are non-exclusive unless explicitly agreed otherwise in writing.

33.3. The user rights granted in the previous paragraph are non-transferable. Without prior written permission from SBJ BV, the Client is not permitted to sell, rent out, sub-license or alienate the works and media on which they have been recorded, or to grant limited rights to them, or to provide them to a third party in any way or for any purpose whatsoever, not even if the third party in question uses the works exclusively for the benefit of the Client. Permission will not be withheld on unreasonable grounds.

33.4. The Client is not permitted to remove or change any indication concerning copyrights, brands, trade names or other intellectual property rights from the materials, including indications concerning the confidential nature and secrecy of the materials.

33.5. SBJ BV is permitted to take technical measures to protect the materials. Where SBJ BV has used technical protection measures to secure the materials, the Client is not permitted to remove or evade these protection measures.

33.6. Any use, reproduction or publication of the materials which goes beyond the scope of the agreement or rights of use granted, is deemed to be a breach of copyright. The Client will pay SBJ BV an immediately payable penalty, which is not subject to judicial moderation, of € 1,000 for each act of infringement, without prejudice to SBJ BV's right to claim its loss due to the infringement or to take other legal action in order to have the infringement ceased.

33.7. Without prejudice to the provisions of article 11, SBJ BV grants the Client the exclusive right to use the data, results and Materials arising from the ICT Services for the duration specified in the Agreement. However, the Client shall at all times strictly observe the restrictions on the use agreed upon between Parties.

33.8. The Client is not permitted to use the results from ICT Services (for example websites/web shops and so on) for actions and/or conduct that is contrary to applicable statutory provisions or conduct that is otherwise contrary to public order and/or contrary to actions and/or conduct considered acceptable in society. This includes - but is not limited to - the following acts and conduct:

- Sending unsolicited e-mail (spamming);
- Unlawful infringement of copyrighted works of third parties or otherwise acting in breach of intellectual property rights of third parties;
- The distribution and/or publication of unlawful and/or criminal data, including racist statements, (child) pornography, criminal data traffic, offensive statements and/or sexual \ intimidation and/or violation of the privacy of third parties;

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- The unlawful intrusion of other computers or computer systems on the Internet (hacking); - \
- The violation of the provisions of the GDPR.

33.9. SBJ BV accepts no liability whatsoever for damage to the Client and/or third parties as a result of the provisions of the previous paragraph. The Client indemnifies SBJ BV in advance against all claims from third parties in this respect.

Art 34. Confidentiality / processing of personal and consumer data

34.1. The Parties will observe confidentiality with regard to information they provide to each other before, during or after the execution of the Agreement if this information is marked as confidential or if the receiving party knows or should reasonably suspect that the information was intended to be confidential.

34.2. Parties shall also impose this obligation on their employees as well as on third parties engaged by them for the execution of the Agreement.

34.3. SBJ BV will not gain any access to data which the Client stores and/or distributes through the systems of SBJ BV, unless this is necessary for a proper execution of the agreement or SBJ BV is obliged to do so pursuant to a statutory provision or court order. In that case, SBJ BV will endeavour to limit access to the data as much as possible, to the extent this is within its power.

34.4. SBJ BV will not process personal data generated or processed under the agreement other than on the Client's instructions, unless the law prescribes otherwise. The Client indemnifies SBJ BV against any legal claim from third parties, for any reason, in connection with (the processing of) these data. The Client accepts the tasks and responsibilities of 'controller' as referred to in the Personal Data Protection Act and indemnifies SBJ BV against these obligations. To this end, the Client will comply with all the obligations imposed on the responsible party by the law.

34.5. If, pursuant to the Agreement, SBJ BV is obliged to provide a form of information security, such security will correspond to the specifications regarding security agreed in writing between the parties. SBJ BV cannot and will not guarantee that the information security is effective under all circumstances. If the agreement does not specify a form of security, the security will meet a level which is not unreasonable, given the state of the technology, the sensitivity of the data and the costs involved in achieving the security.

35.6. The provisions of the GDPR apply in full to the processing of Personal Data with respect to the Services to be performed by SBJ BV for the Client. With respect to this, the Client is regarded as 'controller' within the meaning of Article 4 sub 7 GDPR, while SBJ BV must be regarded as 'processor' within the meaning of Article 4 sub 8 GDPR.

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35.7. In the execution of the agreement, SBJ BV will, insofar as its responsibility as 'processor' extends, comply with all the obligations imposed on it by the GDPR. The agreements made between the Parties with regard to SBJ BV's responsibility as processor within the meaning of the GDPR have been recorded in a separate Processing Agreement. The Processing Agreement forms an integral part of the Agreement. In the event of any conflict between the provisions of the Agreement, these general terms and conditions or the Processing Agreement, the provisions of the Processing Agreement shall prevail.

35.8. Upon the issue of an assignment with regard to the processing of Personal Data, the Client must explicitly inform SBJ BV of the Client's purposes in relation to the processing of the Personal Data. The intended use must at all times be in accordance with the provisions of the GDPR.

35.9. The Personal Data will only be processed with respect to the predefined purposes. SBJ BV will therefore never independently decide to change the processing of Personal Data other than for the purpose stated by the Client.

35.10. The Client is responsible for a privacy statement which sets out the objectives of the processing, the method of processing and the rights of those involved under the GDPR.

35.11. The Client shall indemnify SBJ BV against claims by third parties, damages and costs in connection with the improper performance as 'data controller' (Client) within the meaning of the GDPR.

D. Funds

Art 36. Continued payment to third parties

36.1. SBJ BV shall only pay amounts of money received from the Client on behalf of the Client to third parties in accordance with the instruction or agreement. With regard to the payment of such amounts, SBJ BV accepts no responsibility and/or liability other than any responsibility and/or liability that is directly attributable to intent and/or gross negligence on the part of SBJ BV.

Art 37. Continued payment to the Client

37.1. Third-party amounts of money held by SBJ BV that are to be paid to the Client, shall be paid by SBJ BV in accordance with the relevant assignment or agreement. With regard to the payment of such amounts, SBJ BV accepts no responsibility and/or liability other than any responsibility and/or liability that is directly attributable to intent and/or gross negligence on the part of SBJ BV.

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Art 38. Errors

38.1. Errors with transfers of amounts or errors with entries, additions or deletions which are not intentional and/or grossly negligent on the part of SBJ BV shall not at any time or for any reason be at the expense of SBJ BV. SBJ BV excludes any liability in this respect unless such errors can be demonstrated to be grossly negligent or intentional on the part of SBJ BV.

38.2. If Goods carry a monetary value and/or rights, any liability of SBJ BV in respect of those Goods is limited to the amount paid out in the relevant case under SBJ BV's insurance policy. SBJ BV has only taken out additional insurance for the storage of Goods.

E. Supply of PoD, promotional items and visual merchandise.

Article 39. Offers

39.1. All offers, in any form, are subject to confirmation by SBJ BV and must be regarded as a whole. If an offer contains a period for acceptance, this shall only mean that the offer ceases to be valid after this period.

39.2. All images, catalogues, drawings and other data, such as sizes, weights and quantities, provided with the offer are as accurate as possible. These specifications are only binding in as far as they are explicitly confirmed.

39.3. All quotations and offers are based on execution of the Agreement under normal circumstances and during normal working hours.

39.4. All documents, supplied models, samples or examples relating to offers made by SBJ BV and/or the agreement are and remain the property of SBJ BV and may not, without its written consent, be disclosed to third parties, supplied for inspection, reproduced or imitated in any way whatsoever. The Client is obliged to return the goods, undamaged and, where applicable, in the original packaging, carriage paid, to SBJ BV within fourteen days of SBJ BV's request to do so.

39.5. In the event that, following the conclusion of the agreement, a Client wishes to terminate it in whole or in part prematurely, the Client will owe SBJ BV the costs incurred by SBJ BV in relation to Products already purchased, the hours spent by SBJ BV's account/supervisor and the costs of external parties engaged.

Article 40. Delivery of processed Products and PoD

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40.1. In the event that SBJ BV receives an order to supply specially processed (or composed) products for the Client, the Client is obliged to supply suitable material in sufficient quantities for the processing procedure. As long as the Client has not met this requirement, SBJ BV is entitled to suspend its obligations under the agreement.

40.2. SBJ BV is only obliged to send a printer's proof, model, sample or example to the Client for approval if this was stipulated in writing by the Client on entering into the agreement.

40.3. All costs of the proof, model, sample or illustration are charged separately and are not included in the agreed prices unless expressly agreed otherwise.

Article 41. Engagement of third parties

40.1. SBJ BV is entitled to engage third parties for the execution of the agreement. It is also entitled to transfer rights and obligations arising from the agreement to third parties.

Article 42 Delivery time

42.1. The agreed delivery dates are not firm deadlines, unless expressly agreed otherwise in writing. In the event of late delivery, the Client must give SBJ BV written notice of default. The delivery deadlines are set in the expectation that there will be no impediments to SBJ BV for the delivery of the products or for commencing the work.

42.2. If the Client has not taken delivery of the ordered products after the delivery period has expired, the products shall be stored at the Client's disposal and at the Client's expense and risk.

Article 43. Deliveries

43.1. Delivery periods are determined by approximation and may never be regarded as a deadline, unless expressly agreed otherwise. Delivery deadlines commence only once the agreement has been concluded in accordance with article 2, all the information required for performance of the agreement has been supplied, and payment by the Client of the purchase price or, as the case may be, the agreed instalment(s) has been made, or the security required by SBJ BV has been furnished.

43.2. If the delivery is prevented in whole or in part by force majeure, SBJ BV is entitled to suspend the delivery, and - in the event that the situation of force majeure continues for more than

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three months, or as soon as it becomes certain that it will continue for more than three months - to dissolve the agreement, insofar as it has not been executed, in whole or in part, and to claim payment in respect of the parts that have been performed, all this without being obliged to pay any compensation to the Client.

43.3. Force majeure shall include, but not be limited to, the cases described in Article 14, including any defects in the goods delivered to the Client and the non-availability or late availability of materials, transport, fuels, energy and labour.

43.4. Delivery takes place ex works, unless expressly agreed otherwise. Costs of transport and insurance shall be borne by the Client, even if it is agreed that SBJ BV will organise the transport. The transfer of the risk of the Products takes place from the moment of delivery, as required by these general terms and conditions. Transport takes place at Client's risk, even if the carrier has explicitly stipulated that all transport documents must state that all damage resulting from transport is at the expense and risk of the sender.

43.5. In the event that SBJ BV arranges the transport, the Client or a third party appointed by him must report any transport damage to the transporter or forwarder immediately upon receipt, but within a maximum of 12 hours, and send a copy to SBJ BV.

43.6. Products ordered but not purchased by the Client or by a third party designated by the Client after expiry of the delivery date, will be stored by SBJ BV at the Client's expense and risk. In the event of late acceptance, SBJ BV is entitled to dissolve the agreement after a period of 14 days has elapsed since the delivery date, without prejudice to SBJ BV's right to compensation and without prejudice to SBJ BV's right to sell the Products to third parties.

43.7. If the Products differ only slightly in colour, composition, weight, appearance etc. from models, samples or examples supplied earlier, or in any other way from the agreement made, the Products concerned are deemed to comply with the Agreement. SBJ BV is in any case deemed to have fulfilled its delivery obligations if the weight or the number of the Products delivered does not deviate from the agreed weight or number by more than 5%.

43.8. The dispatch of Products by SBJ BV in parts is permitted, whereby each consignment may be invoiced separately.

Article 44. Transport

44.1. The shipment of products and their delivery takes place in the manner indicated by SBJ BV. If the Client wishes to receive a consignment using a different method, e.g. by express delivery, the extra costs involved will be at the Client's expense.

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Article 45. Quality / right to complain

- 45.1. SBJ BV will supply products which comply with the regular commercial quality standards, unless special standards have been expressly agreed in writing.
- 45.2. Specific quality requirements or quality standards of products to be delivered by SBJ BV must have been expressly agreed, otherwise the normal quality requirements and quality standards to be expected in the trade will be assumed.
- 45.3. Minor deviations in quality, quantity, width, colour, finish, size, workmanship, normal wear and tear, unprofessional use, incorrect handling of washing instructions, etc. deemed permissible in the trade or technically unavoidable shall not constitute grounds for complaint. Slight deviations with regard to sizes, weights, numbers, colours (PMS colour coding is the decisive factor) and other such data shall not be regarded as shortcomings. Commercial practice shall determine whether there are minor deviations.
- 45.4. Immediately upon delivery, the Client is obliged to inspect the products thoroughly for defects, and in the event of the presence of such defects, to inform SBJ BV in writing as soon as possible, yet within 7 days after delivery at the latest. A period of 10 days after receipt applies to hidden defects in textile articles. The Client can no longer claim that the delivery made does not comply with the agreement, if it has not informed SBJ BV in writing within the above-mentioned term (see also art. 15).
- 45.5. SBJ BV must be given the opportunity to check the complaints submitted. In the event the parties are in agreement, a written statement will be drawn up, to be signed by both parties.
- 45.6. SBJ BV has the right, at its own discretion, to replace the products after returning them in their original condition, to repair the products or to refund the fee paid for the products concerned to the Client.
- 45.7. Legal claims and defence based on facts that would justify the assertion that the delivered item is not in conformity with the contract shall become time-barred by the expiry of two years after the notification pursuant to paragraph 4 of this Article.
- 45.8. Should the parties fail to reach agreement on whether the delivered goods comply with the contract, then, contrary to Article 17.2 of these general terms and conditions, such dispute shall be settled by a binding opinion of an SBJ expert to be appointed jointly by the parties. If the parties

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cannot agree on a joint appointment of an expert, each party shall appoint an expert who together shall appoint a third expert. In that case, the binding opinion is issued by the three experts jointly. The costs of the binding opinion shall be borne by the party ruled against, unless expressly agreed otherwise in writing.

45.9. If, in the opinion of SBJ BV or the independent expert, the complaint is justified, SBJ BV will either pay fair compensation up to a maximum of the invoice value of the goods delivered, or replace the goods free of charge after returning them in their original condition. SBJ BV is not obliged to pay any further compensation or expenses of any form or type whatsoever.

Article 46 Liability

46.1. Reference to Article 13

46.2. SBJ BV accepts no liability whatsoever for the improper placement of the company logo and/or company name on goods of the Client, other processing of goods of the Client and/or delivery of Products, if and insofar as such fault is the result of inaccuracy or imperfections in the design provided by the Client to the Supplier, as well as for infringements of third-party rights by the design.

46.3. In the event that the Client instructs SBJ BV to make alterations to clothing, this assignment will only be accepted subject to the express condition that SBJ BV is not liable with respect to the manner of execution of these activities, unless the Client can demonstrate that the damage was caused by gross negligence or intent on the part of SBJ BV.

46.4. Except in the case of gross negligence or intent on the part of SBJ BV as referred to in paragraph 1, the Client does not have the right to claim dissolution of the agreement in respect of or in connection with these activities, or to change, improve or repair the work performed.

46.5. When accepting orders for the production of made-to-measure clothing, SBJ BV accepts no liability whatsoever for damage with regard to size differences, disappointing model or cut, disappointing character or colour of the fabric, nor with regard to the properties of the fabric and anything thereto related, unless the Client can demonstrate that the damage was caused by gross negligence or intent on the part of SBJ BV.

46.6. In the cases referred to in paragraph 5, except in the case of gross negligence or intent, the Client is not entitled to dissolve the agreement or to any compensation for damages, improvement or repair of the tailor-made clothing.

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