



## SALES-, DELIVERY- AND PAYMENT CONDITIONS OF ROOYMANS NECKWEAR B.V.

### 1. GENERAL

- 1.1 These general conditions apply to all offers, orders and agreements of Rooymans Neckwear B.V, registered at the Chamber of Commerce in Eindhoven under registration number 17069485 VAT number 8239.69.939 B01.
- 1.2 Deviations and additions to these General Conditions will only be binding if these have been agreed on in writing, in which case the other provisions in these General Conditions will remain in full force and effect.
- 1.3 The applicability of these conditions is accepted by the buyer, by ordering, requesting goods, closing a sales agreement or accepting delivery and/or services. A general referral by the buyer to any other General Condition(s) is explicitly rejected by Rooymans Neckwear B.V.
- 1.4 Failure to comply with any article below will cause the buyer/originator to be liable to damages regarding Rooymans Neckwear B.V. without the requirement of any written notice.

### 2. PRICES

- 2.1 All quoted prices are VAT exclusive, in Euros and net ex warehouse, unless explicitly quoted otherwise.
- 2.2 Every new quotation replaces the previous one.
- 2.3 Prices are not raised during the validity of the quote, unless required by legal regulations or provisions. If Rooymans Neckwear B.V fails to comply with this paragraph, the buyer has the right to dissolve the agreement on the day of the price increase.
- 2.4 All prices mentioned on the website are subject to typographical- and printing errors.

### 3. SHIPPING COSTS

- 3.1 For orders with a value less than 250,00 euro the shipping costs will be 7,50 Euro for shipments within the Netherlands and Belgium, 9,00 Euro for shipments to Germany and 18,00 Euro for shipments to Great Britain.

### 4. DELIVERY

- 4.1 Time for delivery is given as accurately as possible but is not guaranteed. The buyer shall have no right to damages or to cancel the order for failure to meet any delivery time stated.
- 4.2 Deliveries are made as long as supply lasts.
- 4.3 In case of business failures in the company of the supplier and/or his supplier, a shortage of commodities, force majeure, unforeseen events, whether or not accountable to the supplier and regardless of its predictability during the closing of the agreement, the supplier has the right to cancel or suspend the Agreement without incurring any liability.
- 4.4 Every delivery will be regarded an independent transaction, to the extent that reclaims regarding a certain delivery will not impact any previous or future delivery, and will not give the buyer the right to refuse or suspend payment for this delivery/these deliveries.
- 4.5 Partial deliveries are permissible, in consultation with the buyer in order to speed up the completion of the order.
- 4.6 Rooymans Neckwear B.V. reserves the right to deliver 10 percent more or less than the agreed amount and to adjust the price accordingly.
- 4.7 Rooymans Neckwear BV is not liable to damages, loss or delays that occur during transport.
- 4.8 Rooymans Neckwear BV reserves the right to deliver goods having a maximum of 5% deviation in colour, compared to the previous delivery or subsequent delivery.

### 5. PAYMENT

- 5.1 Payment needs to occur within 30 days after the invoice date. If the payment doesn't occur within this term of 30 days, the buyer owes an interest rate of 1% per month over the outstanding invoice, or a part thereof, whereby part of a month shall be considered to be a full month, with all judicial and extrajudicial costs being for the account of the buyer. The extrajudicial costs are calculated in accordance with the usual collection rates as used by lawyers and bailiffs. Rooymans Neckwear BV. has the right to assign payments to certain debts, but in any case, payments will first be used to compensate the interest debt and our costs. Rooymans Neckwear B.V. is at any time authorized to require more collateral of the buyer, regarding the payment.
- 5.2 Any extra costs incurred by the attempts of Rooymans Neckwear B.V. to collect the invoice amount, are for the account of the buyer/originator. These costs include all costs of judicial and extrajudicial measures, including lawyer fees, bailiffs and collection agencies, but also any legal interest.
- 5.3 The delivered goods remain the sole property of Rooymans Neckwear B.V. as long as the outstanding amount relating to this delivery has not been paid in full. Therefore the buyer/originator is required to handle the delivered products with the greatest care.

### 6. LIABILITY / FORCE MAJEURE

- 6.1 Any claims for compensation of damages caused by injudicious use, treatment or negligence during storage etc. will be rejected by Rooymans Neckwear B.V.
- 6.2 Force Majeure means any unforeseen situation that is not accountable to Rooymans Neckwear B.V. Possible cases of Force Majeure are strikes of transport services, suppliers, technical difficulties and weather situations. In this case, Rooymans Neckwear B.V. is not liable for any damages.

### 7. WARRANTY

- 7.1 Rooymans Neckwear B.V. guarantees that the delivered products are in accordance with the agreement and meet the specifications indicated in the offer, and ensures the manufacturer warranty for the delivered product(s).
- 7.2 The warranty period of Rooymans Neckwear B.V. is twelve (12) months. This warranty becomes void when the defect is caused by 1. misuse 2. damage 3. theft 4. negligence 5. wear.
- 7.3 Warranty becomes void when the product has been repaired or in any other way handled by servicing and/or repair services that have not been indicated by the manufacturer as professionals.
- 7.4 Warranty means that Rooymans Neckwear B.V. is required to 1. take care of repair- and restoration costs, 2. provide an equal replacement product, and if this is not possible within reason, 3. a refund of the purchase price.

### 8. COMPLAINTS

- 8.1 Complaints need to be reported in writing without exception.
- 8.2 Complaints regarding the quality, execution or the quantity of the delivery will only be processed if these complaints reach the supplier in writing within 8 days after delivery of the goods.
- 8.3 Goods can only be returned in consultation with the supplier and after the receipt of the written consent of the supplier, but will be entirely for the account and to the risk of the buyer.
- 8.4 Rooymans Neckwear B.V. reserves the right to refuse returned products or to offer a partial refund, when it is suspected that the product is not in the same state as it was at the time of sale.
- 8.5 When Rooymans Neckwear B.V. believes that a returned product has sustained damage caused by an action or negligence of the buyer, or for any other reason to the risk of the buyer, Rooymans Neckwear B.V. will notify the buyer in writing (through fax, letter or e-mail). Rooymans Neckwear B.V. has the right to deduct the decrease in product value caused by this damage, from the refund to the buyer.



#### 9. SAMPLES

9.1 If and when Rooymans Neckwear B.V. provides samples, costs will be charged. When an order is placed after receipt of the samples, these costs will be settled with the total order amount. If no order is placed, an invoice will be sent or, optionally, the samples can be returned to Rooymans Neckwear B.V. entirely at the expense of the buyer.

#### 10. DESIGNS

10.1 All designs, drawings, sketches, samples, models etc, used by the supplier, will remain the intellectual and / or physical property of the supplier, even when they are handed to the buyer. It is prohibited to partly or entirely reproduce, or provide these products to third parties in their original or altered form or in any other way, without explicit written prior consent. The products need to be returned to the supplier at its first request.

#### 11. WEBSITE

11.1 All images; pictures; drawings; specifications, descriptions and conditions etc. on the website of Rooymans Neckwear B.V. are purely informative and approximate and cannot be a cause for damages or dissolution of the agreement.

11.2 All rights reserved. Nothing from the website of Rooymans Neckwear B.V. may be duplicated, stored and / or distributed without explicit written consent of Rooymans Neckwear B.V.

#### 12. PRIVACY & DATA MANAGEMENT

12.1 When you place an order at Rooymans Neckwear B.V. your personal information will be stored in the client database of Rooymans Neckwear B.V.

12.2 Rooymans Neckwear B.V. will in no case sell your information, and will only provide your information if this is required for the execution of an order or for the compliance with an agreement.

12.3 Rooymans Neckwear B.V. respects the privacy of its website users and ensures that your personal data will be processed in full confidentiality. The data of the buyer will be processed in compliance with the Dutch Privacy Law (de Wet Persoonsregistratie) and all applicable laws and regulations.

#### 13. OTHER

13.1 To all our agreements and any disputes arising from these agreements, Dutch law exclusively applies. Any disputes shall exclusively be submitted to a competent court, to be assigned by Rooymans Neckwear B.V.