

GENERAL PURCHASE CONDITIONS

(These General Purchase Conditions are registered at the Chamber of Commerce.)

BEST SELLERS B.V., a private company with limited liability, incorporated under the laws of The Netherlands, with address at 3905NW Veenendaal, The Netherlands, Lunet 1 ("Buyer")

and

OFFICIAL COMPANY NAME

Address

zipcode

Place

Country

legally represented by legally represented by

1. ORDERS & AGREEMENTS

1.1 The purchase order, together with these terms and conditions, and any attachments and exhibits, specifications, drawings, designs, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the "Purchase Order"), constitutes the entire and exclusive agreement between Best Sellers B.V. ("BS") and the supplier (the "Supplier") identified in the Purchase Order. Best Sellers's submission of the Purchase Order is conditioned on Supplier's agreement that any terms different from or in addition to the terms of the Purchase Order, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Purchase Order, even if Supplier purports to condition its acceptance of the Purchase Order on Best Sellers's agreement to such different or additional terms.

1.2 The Seller shall only outsource to third parties orders given by Best Sellers B.V. after prior written permission from Best Sellers B.V. Any outsourcing shall be entirely for the account and at the risk of the Seller. The Seller shall be liable towards Best Sellers B.V. for goods produced by third parties commissioned by the Seller.

The order will be granted in the assumption that the Seller will be the actual supplier, manufacturer, exporter or importer of the goods specified in the order, unless the order expressly states otherwise.

1.3 An agreement in which Best Sellers B.V. undertakes obligations to an amount of (converted) more than EUR 500.000,00 shall only have been concluded in a legally valid manner if it has been signed by two authorized functionaries of Best Sellers B.V., one of whom shall be a director. The above shall also apply for an agreement in which Best Sellers B.V. undertakes obligations for a period exceeding one year, which

involves an amount of (converted) more than EUR 150.000,00.

1.4 By acceptance of the order of which these terms are an integral part, the Seller expressly relinquishes to Best Sellers B.V. the applicability of other purchase and delivery conditions.

2. DELIVERY & ACCEPTANCE

2.1 Deliveries shall take place in accordance with the most recent ICC INCO terms, registered at the International Chamber of Commerce Paris and in accordance with the delivery instructions of Best Sellers B.V.

2.2 All products to be delivered or delivered by the Seller to Best Sellers B.V. shall be in accordance with the specifications set by Best Sellers B.V., shall be identical to approved reference samples and shall satisfy what Best Sellers B.V. may otherwise expect reasonably.

2.3 The date of delivery stated in the order shall be a firm date and shall not be exceeded.

2.4 If the Seller exceeds the delivery term specified by Best Sellers B.V. and accepted by the Seller, the Seller shall be immediately in default without the need of any notice of default.

2.5 In case an order or part thereof is included by Best Sellers B.V. in a publicity campaign – of which the Seller was informed upon submission of the order shall be entitled, in case of late delivery in accordance with the week of delivery as specified in the order, to recover the damage or to deduct 25% of the invoice amount at payment.

2.6 In case of return consignments due to defective, late or too large delivery, the transport shall be for the account and at the risk of the Seller. Any costs incurred by Best Sellers B.V. in this respect, may be deducted by Best Sellers B.V. from the payment to the Seller within the limits of the law.

2.7 Best Sellers B.V. reserves the right to cancel the order or any part thereof, if material is not shipped according to delivery dates as specified, or for causes due to any acts of demands of any Government, or to strikes, or other causes beyond Best Sellers B.V. control, or if material is not in accordance with blue prints approved samples or specifications, or if defective in workmanship or material, or is not satisfactory to Best Sellers B.V. Seller agrees to indemnify Best Sellers B.V. for all damages and defects improper consignment or delay in delivery.

3. SOCIAL COMPLIANCE

3.1 Buyer is member of BSCI - Amfori. The objective of Amfori participants is to improve the working conditions of their supplying factories and farms through the implementation of the Amfori development-oriented system. Good co-operation between Amfori participants and their suppliers is of strategic importance to ensure a sustainable supply chain.

3.2 Seller has to implement the rules and demands of Amfori to make sure that the organization complies to Amfori.

For details visit <https://www.amfori.org>

3.3 In case a Amfori social report is not available from the seller we can accept an valid SA-8000 or equivalent audit report available.

3.4 In case that sellers has no social audit report available seller has to initiate one immediately. Status of progress of the audit has to be shared by seller to buyer on a monthly base.

3.5 It shall be forbidden at any time that at enterprises children are employed under the locally prevailing legal age limit. If no local legal age limit exists, the provisions of Convention 138, Art.2 of the ILO shall apply. If it should appear that the Seller does not comply with this condition, Best Sellers B.V. shall be entitled to refuse the goods that have been produced entirely or partially through child labor and to send the goods back for the account and at the risk of the Seller, such without prejudice to the right of Best Sellers B.V. to claim any damages.

3.6 ProductIP (<https://www.productip.com>) is partner from buyer in collecting general business term and social compliance related documents.

4. PRODUCT COMPLIANCE – PARTNER PRODUCTIP

4.1 The responsibility for compliance lies with the importer and / or brand owner. Under the new legislative framework by the European Union (per 1/1/2010) a brand owner is seen as the manufacturer. The producer has the evidence of the compliance. In order to be sure that shipped goods are compliant, are identical to those originally type tested, one must be able to verify the quality. You can only verify if you have sufficient detailed information about the items produced. A certificate or a cover page of a test report is not sufficient anymore. In order to verify you must have test reports, BOM lists, critical component lists and so on and so on. Buyer and its partner ProductIP the flow of information between buyer, the producer (Seller) and testing laboratories becomes an efficient and manageable process.

4.2 Products sold by Seller must comply to above mentioned legislation and Seller shall cooperate with ProductIP to generate a full and detailed technical file for each individual product sold and delivered to buyer before the order(s) have been shipped.

4.3 Buyer shall perform (balance) payment of the order(s) after completion of each individual technical file and after receipt of copy shipping documents including copy Bill of Lading.

For details visit <http://www.productip.com/en/>

5. INVOICING AND PAYMENT

5.1 Unless otherwise agreed on, Best Sellers B.V. shall only be obliged to pay the invoice after delivery by the Seller in accordance with Article 2. Payment terms shall be deemed to start on the date of receipt of the invoice at the correct postal address.

5.2 If, however, the invoice is received prior to the actual delivery of the goods, the payment term shall be deemed to start on the date of receipt of the goods.

5.3 In case delivery took place before the agreed date of delivery, the payment term shall nevertheless only start on the delivery date stated in the order.

5.4 The order payment condition are agreed upon as stated below:

- (i) 100% payment 14 days after receipt of a copy Bill of Lading.
- (ii) All following orders will be paid in full 30 days after Bill of Loading date unless otherwise agreed between buyer and seller.

6. LIABILITY

6.1 The Seller guarantees that the products to be delivered and delivered by him to Best Sellers B.V. satisfy the requirements applicable pursuant to European and Dutch legislation, including also requirements in respect of the safety of the product, the instructions to the product, the environmental aspects of the product and packing, the product liability as well as the preparation of files in these respects (incl. test reports and inspection reports).

6.2 The Seller shall safeguard Best Sellers B.V. against any claims from third parties in respect of the obligation resting on the Seller in accordance with the previous paragraph as well as against claims from third parties because of errors in the directions for use or assembly instructions delivered with the product and that are an integral part of the product.

6.3 If Best Sellers B.V. incurs costs due to the collection of faulty products (within 6 months after purchase by the consumer), supplied to Best Sellers B.V. by the Seller, then the Seller shall have to indemnify Best Sellers B.V. for all costs involved in this, including, without limitation, a product as replacement for the consumer, sorting cost, transport cost and removal cost, unless the Seller can demonstrate that the defect or faultiness is not due to the Seller (see Directive 99/44/EG of the European Parliament and the Besluit Aanpassing BW [*Approximation Dutch Civil Code Decree*], dated 7 April 2003 of the Ministry of Justice).

6.4 If, in its judgement, Best Sellers B.V. is forced to take measures to prevent (further) damage as referred to in the above articles (e.g. recall action), the Seller shall be liable for all costs and damage that are incurred and have been incurred in respect of these measures.

7. INSPECTION OF PRODUCTION

7.1 Production of purchase orders will be monitored and inspected for quality by an external partner of Best Sellers.

7.2A checklist drawn up by the buyer will be used for this. Buyer determines the specification for the inspection and these will be shared with the seller in advance.

The costs for the inspection will be borne by the seller unless otherwise agreed.

If a re-inspection is necessary at the discretion of the buyer, the costs for re-inspection are 100% borne by the seller. These costs will be settled upon payment of the seller's purchase invoice.

If additional samples must be sent by the seller to the buyer as a result of rejection and re-inspection of the production, these costs will be borne 100% by the seller and will be settled when the purchase invoice of the seller is paid.

8. INFRINGEMENT RIGHTS OF THIRD PARTIES

8.1 The Seller guarantees that the products sold and delivered or to be delivered to Best Sellers B.V. do not infringe the rights of third parties, also including copyrights, patent rights, brand name rights and trademark rights, as well as rights to drawings and models. The Seller shall safeguard Best Sellers B.V. against any claims from third parties in this respect and shall compensate any costs incurred by Best Sellers B.V. in respect of these claims, also including the costs of legal aid and loss suffered.

8.2 The Seller shall impose the obligation referred to in Art. 6.1 to all suppliers involved by him, if any. On the first demand, the Seller shall submit proof of this to Best Sellers B.V.

9. FORCE MAJEUR

9.1 If, as a result of force majeure, the Seller is not able to deliver on time, the Seller shall notify Best Sellers B.V. of this in writing immediately (within 48 hours after the force majeure came about), stating the nature of the force majeure, the measures taken or to be taken by the Seller, the assumed duration of the situation of force majeure, as well as the consequences thereof for the execution of this agreement.

9.2 If the Seller has not sent notification as specified in Article 7.1, Best Sellers B.V. shall be entitled to dissolve the agreement entirely or partially by means of a written statement.

10. CONFIDENTIALITY

10.1 Both during and after the term of the agreement, the Seller shall treat the information provided in the framework of this agreement about Best Sellers B.V. (including also information about promotion, quality requirements, procedures, purchase and sales prices, relationships of Best Sellers B.V. and enterprises affiliated with Best Sellers B.V.) as confidential and not disclose this information to any third party unless this is necessary for the execution of this agreement and, in addition, not use this information for any other purposes than the execution of this agreement.

10.2 Without prejudice to the stipulations in Article 8.1, the Seller undertakes not to provide any information to competitors of Best Sellers B.V., in particular not about type, quantity, composition, look, quality and price.

11. BINDING INSTRUCTIONS

11.1 The delivery and invoicing instructions of Best Sellers B.V. shall apply to all orders.

12. APPLICABLE LAW & JURISDICTIONS

12.1 Agreements to be concluded under these Terms and Conditions shall always be governed exclusively by Dutch law. Any dispute that cannot be solved in mutual consultation shall be brought before the competent Court in Amsterdam.

Thus agreed and signed in twofold.

Best Sellers B.V.

OFFICIAL COMPANY NAME

Date signed

Place : Veenendaal

Place

Signed by : Mr. M. van Dijk

legally represented by

Function : CEO

Function

Authorized signature

Authorized signature





BETTER THAN GOOD, MORE THAN A SURPRISE!

Lunet 1
3905 NW Veenendaal
The Netherlands
T +31 (0)318 580700
E info@bestsellersbv.nl
W www.bestsellersbv.nl

with company chop