

**General Purchase Conditions  
of  
Service Best International BV**

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## Article 1. Definitions

In these purchase conditions the following terms are defined as follows:

- Client: (Service Best International), user of these purchase conditions;
- Supplier: the counterparty of the client;
- Agreement: the written agreements between the client and the supplier concerning the supply of goods;
- Delivery: to give possession of, or control over, the goods to the client, together with any assembly/installation of such goods;
- Goods: material objects to be delivered;
- Parties: the client and the supplier.

## Article 2. Applicability

2.1 These general conditions shall apply to all requests, offers and contracts with regard to the performance of assignments and/or the acceptance of work by the supplier.

2.2 Any deviations from the provisions of these purchase conditions shall only be valid if expressly agreed in writing and shall only apply to the specific case for which they were agreed.

2.3 These purchase conditions shall apply to all requests, offers and contracts with regard to the supply of goods to the client by the supplier.

## Article 3. Offer

3.1 All offers made by the supplier are deemed to be binding, unless the supplier expressly states in writing that the offer in question constitutes an offer subject to contract.

3.2 An agreement between the client and the supplier shall be effected only after a legal representative or authorized employee of the client has expressly and in writing accepted an offer of the supplier to enter into an agreement.

## Article 4. Price and Price Adjustment

4.1 Any prices offered are fixed, exclusive of VAT and include all costs related to the fulfilment of the supplier's obligations.

4.2 If the client and the supplier agree that price adjustments are allowed, price increases must be announced at least six (6) months before the effective date of the price increase and prices may only be increased once a year – effective from 1 March or 1 September. Price decreases are allowed at all times and must be implemented immediately after they are announced.

## Article 5. Changes

5.1 The client is at all times authorized to change the scope and/or the quality of the goods to be delivered in consultation with the supplier. Changes are agreed upon in writing.

5.2 If a change, in the opinion of the supplier, has consequences for the agreed fixed price and/or the delivery time, the supplier is obliged – before implementing the change – to inform the client thereof in writing as soon as possible, no later than within 6 months after the notification of the requested change, and to offer the client appropriate compensation. Late notifications shall not be considered. The prices and delivery times are confirmed in the orders. If these consequences for the price and/or delivery time are unreasonable in the opinion of the client, the parties shall enter into consultation on this. These arrangements shall only be binding if they are recorded in writing.

5.3 If the supplier notifies the client in a timely manner in writing that the change requested by the client has consequences for the price and/or delivery time, the client shall at all times be entitled to terminate the agreement, without being liable towards the supplier to pay any damages or to compensate any costs.

5.4 The supplier is obliged to inform the client in advance of any change in the quantity, composition and/or characteristics of the goods to be delivered by the supplier, in relation to what was agreed between the parties. If the supplier fails to notify the client, or if the client does not accept the notified change, the client shall be entitled to terminate the agreement, without being liable towards the supplier to pay any damages or to compensate any costs.

## Article 6. Packaging

6.1 The supplier shall package the goods to be delivered for its own risk and account, as securely and safely as possible. The supplier shall be liable for any damage suffered by the client as a consequence of unsecure, faulty packaging.

6.2 The supplier shall ensure proper delivery of the goods at the agreed place. The transport of goods to the delivery address stated by the client shall be for the account and risk of the supplier.

6.3 The client shall at all times be entitled to return the (transport) packaging materials to the supplier for the account of the supplier.

6.4 The supplier is responsible for the processing or destruction of (transport) packaging materials. If packaging materials are processed or destroyed at the request of the supplier, this shall take place for the risk and account of the supplier.

## Article 7. Inspection

7.1 The client shall at all times be entitled to inspect goods or have them inspected during production, processing, storage and after delivery. If the client does not inspect goods, this shall not be invoked against the client.

7.2 At the first request the supplier shall grant the client or its representative access to the production, processing or storage location. The supplier shall render its cooperation to the inspection without charge.

7.3 If an inspection as referred to in this article cannot take place at the proposed time or if the inspection must be repeated through fault of the supplier, the ensuing costs for the client shall be for the account of the supplier.

7.4 If requested by client, the supplier will provide its third parties information and cooperation in relation to legislation, quality, social compliance and audits.

7.5 In the event of rejection of the delivered goods, the supplier shall ensure repair or replacement of the goods in question within five (5) working days. If the supplier fails to fulfil this obligation within the period stated in this article, the client shall be entitled to purchase the required goods from a third party or to take measures or have measures taken by a third party, for the account and risk of the supplier.

7.6 If the supplier fails to take back the rejected delivered goods within thirty (30) days, the client shall be entitled to return the goods to the supplier at the supplier's expense or to destroy the goods.

## Article 8. Delivery Time

8.1 The agreed delivery time is of the essence. In the event of late delivery the supplier shall be in default without any further notice of default being required.

8.2 The supplier shall notify the client forthwith in writing if it is likely that the delivery time will be delayed. Such notice shall not affect the possible consequences of this delay pursuant to the agreement or legal provisions.

8.3 If the supplier fails to meet the agreed delivery date, the client shall be entitled to charge the supplier a penalty of 5% of the value of the goods to be delivered, without any prior notice of default being required, for each calendar week or part of a calendar week that the delivery is delayed, to a maximum of 25% of the value of the goods to be delivered. This penalty shall be immediately due and payable. The imposition, collection or settlement of this penalty shall not prejudice the right of the client to further compensation.

8.4 In the event of a failure on its part, the supplier shall be in default without any further notice of default being required.

8.5 The parties can only invoke non-attributable failure towards each other if the party involved notifies the other party thereof in writing as soon as possible, though no later than within five (5) working days after the occurrence of the non-attributable failure, on submission of the necessary evidence.

8.6 If the supplier states that one or more of its failures cannot be attributed to it and the client accepts this, the client shall nevertheless be entitled to terminate the agreement. In such a case the parties shall not claim damages from each other.

## Article 9. Delivery

9.1 Delivery shall take place at the agreed place and time, in accordance with the applicable Incoterm FOB (Free on Board), unless agreed otherwise in writing. Deliveries within EU must take place on euro pallets.

9.2 If the transport is not handled by the supplier itself, the transport shall be handled by a carrier specified by the client, for the account and risk of the supplier.

9.3 The title to the goods to be delivered shall pass once they are received and approved by the client.

9.4 The client shall be entitled to postpone the delivery. In such a case, the supplier shall package the goods properly, store them separately and identifiably, preserve them, secure them and insure them.

9.5 The order confirmation must be sent to [purchase@servicebest.com](mailto:purchase@servicebest.com) within two (2) days after placing the order. The logistical handling (delivery) must be confirmed via email to [purchase@servicebest.com](mailto:purchase@servicebest.com) at least two (2) days prior to delivery.

9.6 A minimum Delivery Performance of 98% must be met per order. If the supplier fails to meet this performance due to incomplete delivery, the client shall be entitled to charge the supplier a penalty of 5% of the value of the non-delivered goods with a minimum of € 500.- plus income foregone, without any prior notice of default being required. This penalty shall be immediately due and payable. The imposition, collection or settlement of this penalty shall not prejudice the right of the client to further compensation.

## Article 10. Transfer of Risk and Title

10.1 The title to the goods shall pass to the client after they have been delivered and, if required, assembled or installed.

10.2 Once materials such as raw materials, auxiliary materials and software from the client are incorporated in goods of the supplier, this creates a new good, title to which belongs to the client. This shall apply without prejudice to article 10.3.

10.3 The risk to the goods shall pass to the client once the delivery and subsequent approval of the goods in accordance with article 7 of these purchase conditions have taken place.

## Article 11. Company and item Information

11.1 The supplier completes and signs clients '*Supplier Qualification Form*' to gather all needed supplier information and agreement to these conditions.

11.2 After item selection by client, the related item details and demands will be specified towards the supplier by using their '*O-form*' or comparable solution.

11.3 The supplier provides all needed proof, documents, reports and/or certificates like, but not limited to: CE, Toys, Food contact, Skin contact, Electrical, E-mark, Safety, Clothing, Medical, Machinery, REACH+SVHC, Chemical, MSDS, UFI, BOM and DOI (Declaration of Identical to type). Exact requirements depend on the type of item.

11.4 The supplier provides all requested item information and make any manuals and sales specs in the requested language(s) available to the client prior to delivery, which is included in the item price. If manuals are missing or insufficient, translation and/or edit costs could/will be charged (€ 0,15 per word).

11.5 The supplier provides image(s) of the item as standalone (at white or transparent background) and any possible practice in use images with a minimum size of 300DPI – 2000x2000 pixels. For missing or insufficient image(s) photo/handling costs will be charged (€75,- per image).

11.6 The client is free to use this item Information and manuals, including the reproduction thereof for its own use.

## Article 12. Warranty

12.1 The supplier warrants that the goods and, if applicable, their assembly/installation shall be in accordance with the provisions of the agreement, the specifications defined and the reasonable expectation of the client as to the characteristics, quality and reliability of the delivered goods.

12.2 In case of the provision of services, the supplier warrants that the services shall be performed by skilled personnel with use of sound materials.

12.3 The supplier warrants that the goods shall be of good quality, complete and ready for use. The supplier shall ensure that all the parts, auxiliary materials, attachments, tools, spare parts, instructions for use and instruction manuals required to achieve the purpose indicated in writing by the client are included, even if they are not explicitly referred to.

12.4 The supplier warrants that the goods shall be suitable for the purpose for which they are intended following from the nature of the goods or from the agreement.

12.5 The supplier warrants that the delivered goods shall comply with all the latest European legislations regarding among other things like quality, environment, safety and health, as well as with the statutory requirements and regulations applicable in the relevant industry/country.

12.6 The supplier warrants that the delivered goods shall not infringe any intellectual property rights or other rights of third parties and guarantees the free and undisturbed use of the delivered goods by the client. The supplier shall indemnify the client against any financial consequences.

12.7 The supplier shall, for its own account and risk, ensure that permits and/or licenses required for the performance of the agreement are obtained in time and shall ensure that the provisions thereof are complied with.

12.8 Unless the parties have expressly agreed a different warranty period in writing, the warranty period shall be 24 months from the delivery date SBI's customer + 6 months on stock. The warranty period shall be extended for the period during which the delivered goods did not meet the requirements.

12.9 If the client establishes that the delivered goods fail (in whole or in part) to meet the warranties of the supplier, the supplier shall be in default unless the supplier can prove that the failure is not attributable to it.

12.10 If during the warranty period the delivered goods appear not to meet the requirements, then the supplier shall for its own account, at the first request and at the choice of the client, replace, repair or take back the delivered goods within two (2) weeks, without prejudice to any other rights of the client. If, after having been given notice of default, the supplier refuses to replace, repair or take back the goods, the client shall be entitled to have them replaced, repaired or taken back by a third party at the supplier's expense. The client may also decide, at its discretion, to have the supplier redeem the defects by way of crediting and/or payment of compensation for all made costs.

## Article 13. Invoicing and Payment

13.1 Payment of the invoice, including VAT, shall be made within the payment period agreed between the parties after receipt of the invoice and the client's approval of the goods and, if applicable, their assembly/installation.

13.2 The client shall be entitled to reduce the amount of the invoice by amounts that the supplier owes the client.

13.3 The client shall be entitled to suspend payment if it finds defects in the goods or, if applicable, in their assembly/installation.

13.4 Payment by the client does not in any way constitute a waiver of any rights.

13.5 Late payment shall not automatically put the client in default. The client shall only be in default if the supplier has sent a notice of default stating a compliance period of at least eight (8) days and if this period has also expired unused.

#### **Article 14. Transfer of Rights and Obligations/Subcontracting**

14.1 The supplier may only transfer an obligation under the agreement to a third party with the prior written consent of the client. Reasonable conditions may be attached to such consent.

14.2 If the supplier's obligations under the agreement are (partially) transferred to a third party, the supplier shall inform the client of the security that has been provided for the payment of VAT, wage tax and social security contributions which are prescribed by law for employers.

14.3 In the event of (full or partial) transfer the supplier shall remain responsible towards the client for the proper performance of the agreement.

14.4 The supplier warrants that the delivery shall not infringe any third-party intellectual property rights.

#### **Article 15. Intellectual and Industrial Property Rights**

15.1 If the client makes any materials, including but not limited to tools, drawings, specifications and software, available to the supplier in the context of the performance of the agreement, these materials shall remain the property of the client. The supplier shall retain these items, keep them separately from its own property and identify them as items belonging to the client.

15.2 In case of violation of the provisions of the previous paragraph or the provisions of article 12.6 the client shall impose an immediately payable penalty of € 5,000.- for each violation to the supplier. The supplier shall pay the penalty amount immediately after the violation has been established and the supplier has been notified thereof. This penalty shall not prejudice the right to additional compensation.

15.3 If intellectual property rights are vested in the goods delivered and/or accompanying documentation provided by the supplier, the client shall obtain the right of use free of charge, or at any rate the supplier shall indemnify the client against any third-party claims arising from infringement of intellectual property rights.

#### **Article 16. Liability**

16.1 The supplier shall be liable for any damage that may arise in connection with the fulfilment of the obligations arising from the agreement.

16.2 The supplier shall indemnify the client against any financial consequences of third-party claims that are in any way related to the fulfilment of its obligations arising from the agreement.

16.3 The supplier shall take out and maintain adequate insurance for its liability towards the client under the law and/or the agreement and shall take out and maintain insurance for insurable business risks under normal conditions. At the request of the client, the supplier shall submit forthwith the policies or certified copies thereof, as well as proof that premiums have been paid. The supplier assigns in advance to the client any claims to insurance proceeds, insofar as related to the damage for which the supplier is liable towards the client.

### Article 17. Compensation

If and insofar as a purchase order of the client is eligible, according to the client, for a (financial) government contribution, including but not limited to the grant of a subsidy or tax credit, the supplier shall be obliged, at the first request of the client, to fully cooperate and to provide all required data and/or information to the client, to enable the client to qualify for the contribution.

### Article 18. Termination

18.1 Without prejudice to the other rights of the client, the client shall be entitled to terminate the agreement in whole or in part by means of a written notification, without any further notice of default being required, in the event:

- the supplier fails to fulfil one or more obligations under the agreement;
- the supplier is declared bankrupt, has filed for suspension of payments, files for undisclosed administration, has discontinued or liquidated its business, part of its assets are attached, or the supplier otherwise loses control over its assets;
- the supplier transfers its business to a third party;
- goods are rejected by or on behalf of the client;
- the supplier has offered one or more employees of the client any personal advantage.

18.2 The supplier shall be obliged to compensate the client for any damage suffered as a consequence of the termination.

18.3 In the event of termination the risk to goods already delivered shall remain with the supplier. The client shall notify the supplier in writing when the supplier can collect the goods in question at the client. The goods must be collected within five (5) days after notification, failing which the client shall be entitled to dispose of the goods in question for the account and risk of the supplier.

18.4 In the event of termination any and all claims the client has on the supplier shall be immediately and fully due and payable.

### Article 19. Possibility Last Purchase, Maintenance and Service

19.1 If the supplier wishes to discontinue the supply of a certain good or service, the supplier shall notify the client thereof in writing at least six (6) months prior to the discontinuation, failing which the supplier shall be liable for the damage the client suffers as a result of the discontinued supply of the good or service in question.

19.2 Discontinuation of the supply of a certain item or service shall not affect the performance of warranty obligations of the supplier towards the client.

### Article 20. Confidentiality and Non-Disclosure

20.1 The supplier shall keep confidential the existence, nature and content of the agreement as well as other company information, including but not limited to drawings, (technical) specifications, models, software and information concerning relations of the client, and shall not disclose anything in this regard without the written consent of the client.

20.2 All data and information, as well as any copies thereof, shall remain the property of the client and shall be returned by the supplier at the first request of the client, without retaining any copy.

### Article 21. Order, Safety and Environment

The supplier, its employees and any third parties it engages must comply with all statutory safety, health and environmental regulations.

Any company rules and regulations of the client in regard to safety, health and the environment must also be complied with. A copy of such rules and regulations shall be made available to the supplier immediately on request, free of charge.

Furthermore the supplier and its related third parties shall ensure compliance with the BSCI/Amfori Code of Conduct (<https://www.amfori.org>).

### Article 22. Applicable Law

The agreement, of which these purchase conditions form part, shall be exclusively governed by Dutch law. Foreign law and treaties such as the Vienna Sales Convention shall be excluded.

### Article 23. Disputes

23.1 Any disputes between the parties, including disputes only considered as such by one of the parties, shall where possible be resolved by mutual agreement.

23.2 If the parties are unable to resolve the dispute, the dispute shall be submitted to the competent Dutch court of the district in which the company of the client has its registered office, unless the client chooses otherwise.

### Article 24. Amendments

The client shall be entitled to amend these conditions without prior written notification.

Amendments shall be effective immediately and shall only apply to the supplier after the supplier has been notified thereof in writing.