

General Terms and Conditions Persoon Outdoor Living B.V.

1. **Applicability**
 - 1.1. These terms and conditions apply to all agreements and actions (each of which are also referred to as: the agreement) between Persoon Outdoor Living B.V. and Persoon Outdoor Living B.V.'s counterparty (hereinafter referred to as: the buyer). The parties exclude applicability of the buyer's general terms and conditions. If binding between the parties, the present terms and conditions will also apply in the event of (1) an unlawful act and (2) future relationships between the parties. The provisions of these terms and conditions concerning the delivery of goods apply by analogy to the performance of services and the contracting of work.
 - 1.2. The invalidity of one or more provisions of the agreement will not affect the other provisions. The parties hereby agree to replace any invalid provision with a new provision that is not invalid and, to the extent possible, has the same intentions and makes the same arrangements as the invalid provision.
 - 1.3. English language words used in these terms and conditions intend to describe Dutch legal concepts only, so that the consequences attaching to the use of such words under any set of rules other than Dutch law will be disregarded.
2. **Offers**
 - 2.1. Unless otherwise agreed in writing, and even if such an offer contains a term for acceptance, all offers and quotations are free of obligation, both with regard to prices and with regard to the time of delivery of the goods.
 - 2.2. The models, images, drawings and dimensions shown in, enclosed with or communicated with the offers provide a general representation of the products offered. Changes in the construction, as a result of which the actual design deviates somewhat from the above-mentioned models, images, drawings or dimensions, but which do not lead to a material change in the technical and aesthetic design of the products, do not oblige Persoon Outdoor Living B.V. to pay any compensation and do not give the buyer the right to refuse receipt of or refuse to pay for the delivered products.
3. **Formation**
 - 3.1. A binding agreement is formed through written acceptance, including acceptance by email, Persoon Outdoor Living B.V.'s confirmation of the assignment or actual performance of the buyer's assignment.
 - 3.2. Save for written notice to the contrary from the buyer, sent before the actual delivery, the assignment confirmation will be deemed to reflect the assignment correctly and completely.
 - 3.3. Any supplementary or amended arrangements made later, as well as arrangements or undertakings made by Persoon Outdoor Living B.V. staff, constitute a new offer and will only bind Persoon Outdoor Living B.V. if Persoon Outdoor Living B.V. has confirmed these in writing.
4. **Price and payment**
 - 4.1. The price is exclusive of VAT and transport costs, insurance costs, etc. Persoon Outdoor Living B.V. will at all times be entitled to change the price in connection with changes in its cost price, including exchange rate changes and insurance and freight costs.
 - 4.2. Unless otherwise expressly confirmed by Persoon Outdoor Living B.V. in writing, payments must be made to Persoon Outdoor Living B.V. before the (strict) deadline, being eight days after the date of the invoice sent by Persoon Outdoor Living B.V. with regard to the items, at net present value, through transfer to the bank account stated on the invoice. All payments must be made without deductions based on taxes and without set-off or application of other counter-claims.
 - 4.3. Without prejudice to the provisions of Article 7, in the event that the buyer is in default of payment, a default interest of 1.5 % of the invoice amount per month in which the buyer is in default will be owed to Persoon Outdoor Living B.V., in which context part of a month is considered a whole month, commencing on the first day after expiry of the agreed payment period.
 - 4.4. Persoon Outdoor Living B.V. may charge both its own claim and that of a company affiliated with it to the buyer and/or the companies affiliated with the buyer.
5. **Delivery**
 - 5.1. Persoon Outdoor Living B.V. is entitled to deliver in consignments and invoice per consignment.
 - 5.2. Unless otherwise agreed in writing between Persoon Outdoor Living B.V. and the buyer, the risk transfers to the buyer upon delivery and the deliveries will take place on the basis of delivery ex works (INCOTERMS, most recent version), from the production site of Persoon Outdoor Living B.V.'s supplier or another location designated by Persoon Outdoor Living B.V. The buyer will ensure that any required licenses (whether or not from the government) have been obtained and that Persoon Outdoor Living B.V. can deliver. The buyer has a purchase obligation.
6. **Complaints**
 - 6.1. Immediately after delivery, the buyer must check the delivered goods for any deviations from what has been agreed. Any complaints relating to the goods delivered must be submitted to Persoon Outdoor Living B.V. in writing, along with the corresponding packing list, no later than on the seventh (7th) day after the delivery date, failing which the buyer will be deemed to have irrevocably and unconditionally accepted the goods delivered. The buyer must keep the defective items available to Persoon Outdoor Living B.V. Complaints will not entitle the buyer to demand dissolution of the agreement or to withhold, suspend or postpone payment, in full or in part, while set-off is expressly excluded.
 - 6.2. Complaints will only be valid insofar as the packaging of the items is still in its original and undamaged condition. Should the goods be damaged externally on arrival, the buyer must make a written reservation in this respect with the carrier and, contrary to the above, must notify Persoon Outdoor Living B.V. within twenty-four (24) hours of receipt.
 - 6.3. The defective items can only be returned after prior consultation with a member of Persoon Outdoor Living B.V.'s sales staff. The above also applies if Persoon Outdoor Living B.V. has agreed to goods being returned for repair without any complaint being submitted first.
 - 6.4. If the buyer has assembled, treated or processed the goods, complaints are no longer permitted, regardless of their ground, including in the event of incorrect delivery and even if these complaints are submitted within the period set. In such case, Persoon Outdoor Living B.V. will not be obliged to pay any compensation of any kind, and any compensation in terms of replacement, crediting
 - 6.5. Oral complaints and complaints submitted after the expiry of said period will not be accepted.
 - 6.6. Complaints regarding defective goods that have been collected must be made immediately upon delivery.
 - 6.7. If goods delivered under a manufacturer's or importer's warranty are returned to have the relevant manufacturer or importer assess them under the warranty, any costs that may arise for Persoon Outdoor Living B.V. in connection with that may be charged to the buyer.
 - 6.8. In the event that goods are returned to Persoon Outdoor Living B.V. for repair without any complaint being submitted first, these items will continue to be deemed to have been delivered to the buyer with all the associated consequences, while any costs of repair and transport will be charged to the buyer.
 - 6.9. Under the conditions to be set by Persoon Outdoor Living B.V., goods already delivered can be taken back and the invoice sent can be credited, provided that the goods are still in their original condition and packaging and are still part of the current range. Returns of goods delivered will be accepted up to thirty (30) days after the delivery date. Under no circumstances can goods that have been ordered specifically for the buyer be returned.
 - 6.10. If an event as referred to above occurs, the buyer will be taxed for the reasonably incurred administrative costs, which will amount to at least 50 euros.
7. **Suspension and termination**
 - 7.1. If (a) the buyer fails to comply with any obligation towards Persoon Outdoor Living B.V.; (b) Persoon Outdoor Living B.V. has reasonable doubts with regard to the buyer's compliance with its obligations towards Persoon Outdoor Living B.V., and the buyer fails to provide Persoon Outdoor Living B.V. sufficient security for compliance with its obligations, specifically, before the date of the scheduled delivery, and in any event within thirty (30) days of Persoon Outdoor Living B.V. requesting such security; (c) any insolvency proceedings are declared applicable to or instituted against the buyer, or the buyer enters into a composition for the benefit of its creditors, Persoon Outdoor Living B.V. may – without prejudice to any of its other rights – immediately and by means of a written notice: (i) demand that all delivered and unpaid goods be returned and take these back, for the benefit of which the buyer hereby grants Persoon Outdoor Living B.V. an irrevocable right or authorisation to enter all buildings or sites where the goods are located or may reasonably be located, while all costs associated with the recovery of the goods will be at the buyer's expense; and/or (ii) suspend its performance of the agreement or cancel Persoon Outdoor Living B.V.'s assignment confirmation with regard to deliveries of goods yet to be made, unless the buyer pays the goods in cash in advance or provides Persoon Outdoor Living B.V. sufficient security, all this without judicial intervention being required and without this leading to liability of any kind on Persoon Outdoor Living B.V.'s part in connection with the relevant suspension or termination.
 - 7.2. In the event of (i) and/or (ii), all of Persoon Outdoor Living B.V.'s outstanding claims will become immediately due and payable with regard to the items that have been delivered to the buyer and that Persoon Outdoor Living B.V. has not taken back.

- 7.3. In the event of default, the buyer may – among other things and without prejudice to Persoon Outdoor Living B.V.'s other rights, including the provisions of Article 4.3 – be held liable for lost profits to the amount of no less than 40% of the contractual net price as referred to in Article 4.1, as well as extrajudicial and legal costs to the amount of at least 15% and 10% of the total loss to be compensated, respectively.
8. Liability
- 8.1. Persoon Outdoor Living B.V. is not liable for any loss, unless such loss is the result of its gross negligence or wilful misconduct.
- 8.2. Persoon Outdoor Living B.V.'s liability for errors or omissions lapses within 12 months of delivery or non-delivery of the items to which these relate, unless the buyer has previously summoned Persoon Outdoor Living B.V. with regard to these errors or omissions.
- 8.3. Regardless of whether its liability is based on an agreement or the law, Persoon Outdoor Living B.V. is only obliged, to – at its own option: if the goods have been delivered:
- 8.3.1. repair the goods at its own expense;
- 8.3.2. compensate the buyer for the decrease in value of the goods, which decrease in value will be at Persoon Outdoor Living B.V.'s discretion;
- 8.3.3. take back the goods and deliver other goods that comply with the provisions of the agreement;
- 8.3.4. take back the goods and terminate the agreement, without the buyer being entitled to any compensation in the event that no delivery has taken place;
- 8.3.5. deliver goods that comply with the provisions of the agreement;
- 8.3.6. terminate the agreement, without the buyer having any right to compensation.
- 8.4. In the event that delivery is delayed by more than four months, the buyer will be entitled to terminate the agreement, if and only insofar as no delivery has taken place, without having any right to compensation.
- 8.5. Persoon Outdoor Living B.V. is only liable for direct loss and will under no circumstance be liable for special loss, trading loss, indirect and/or consequential loss, compensations and/or costs or expenses imposed by way of punishment, including, without limitation, lost goodwill, lost turnover and/or lost profits, work interruptions, production disruptions, degradation of other goods or otherwise, whether or not arising from or in connection with a breach of warranty, breach of contract, incorrect statement, negligence or otherwise. Persoon Outdoor Living B.V.'s liability is limited to the contractual price as referred to in Article 4.1 of the items in connection with which Persoon Outdoor Living B.V. is liable.
- 8.6. The buyer indemnifies Persoon Outdoor Living B.V. against all third-party claims for compensation of loss or otherwise that directly or indirectly relate to agreement(s) between Persoon Outdoor Living B.V. and the buyer and the goods supplied and/or services provided by Persoon Outdoor Living B.V. under that agreement/those agreements. In addition, the buyer indemnifies Persoon Outdoor Living B.V. against all third-party claims for compensation of loss or otherwise that directly or indirectly relate to the processing and/or transmission, electronic or otherwise, of the information provided by Persoon Outdoor Living B.V. The indemnification in this article does not apply in the event of wilful misconduct or recklessness on the part of Persoon Outdoor Living B.V.
- 8.7. Any person employed by Persoon Outdoor Living B.V., as well as any auxiliary persons engaged by Persoon Outdoor Living B.V., may rely on the preceding paragraphs of this article as if they were a party to the agreement between Persoon Outdoor Living B.V. and the buyer.
9. Force majeure
- 9.1. During a force majeure situation, Persoon Outdoor Living B.V.'s delivery obligations and other obligations will be suspended. If the period during which Persoon Outdoor Living B.V. is unable to comply with its obligations as a result of force majeure lasts longer than six months, both parties will be entitled to terminate the agreement without judicial intervention being required and without being liable to pay compensation.
- 9.2. If Persoon Outdoor Living B.V. has already complied with some of its obligations or will only be able to comply with some of its obligations when the force majeure situation arises, it will be entitled to invoice separately for the part that has already been performed/delivered or can be performed/delivered, and the client will be obliged to pay the relevant invoice as if it were related to a separate agreement.
- 9.3. In addition to what is considered force majeure pursuant to the law and case law, force majeure must be understood to mean an impediment to performance due to circumstances that were unforeseeable at the time the agreement was entered into and that cannot be attributed to Persoon Outdoor Living B.V., including, without limitation, natural disasters, laws and regulations, bylaws, orders, measures of a legislative nature, government action or other administrative measures, court orders or decisions, a lack of or withdrawal of transport possibilities, import and export restrictions or closure of a country's borders, earthquakes, floods, fire, explosions, war, terrorism, riots, sabotage, accidents, epidemics and pandemics, strikes, lock-outs, work-to-rule actions, unrest on the work floor, difficulty obtaining the required workers or raw materials, lack of means of transport or blocked transport routes, breakdowns in factory machines or essential machines, emergency repairs or maintenance, breakdowns in public services or a shortage in public services, and delays in the delivery of or defects in goods supplied by suppliers or subcontractors.
10. Retention of title and right of pledge
- 10.1. The title to the delivered goods will not transfer to the buyer until the buyer has paid Persoon Outdoor Living B.V. all considerations and/or any claims in connection with non-performance relating to all agreements between the buyer and Persoon Outdoor Living B.V. and related documentation concerning deliveries of goods to and/or work performed for the buyer in connection with that, including claims relating to penalties, interest and costs, which includes costs in connection with a loss in value and/or the taking back of goods that have been delivered.
- 10.2. Despite the retention of title, the delivered goods are held by the buyer at its own expense and risk.
- 10.3. Persoon Outdoor Living B.V. will only grant the buyer ownership subject to a right of pledge on all goods delivered and to be delivered, including for the benefit of other claims that Persoon Outdoor Living B.V. has against the buyer or should come to have against the buyer in the future. Persoon Outdoor Living B.V. has the right of repledge. The buyer is obliged to insure the goods.
11. Recalls
- Persoon Outdoor Living B.V. may oblige the buyer to withdraw from the market any items that it has put into circulation that are defective, or are in danger of being found to be defective, within a reasonable period to be determined by Persoon Outdoor Living B.V. The buyer must comply with this obligation and these instructions.
12. Confidentiality
- 12.1. The buyer is obliged and will ensure that its officers, employees and third parties engaged by it preserve the confidentiality of any information on Persoon Outdoor Living B.V. of which it becomes aware, including, without limitation, information regarding the agreements and relationships between the buyer and Persoon Outdoor Living B.V., as well as regarding all products and services marketed by or on behalf of Persoon Outdoor Living B.V., even if such information is not marked as confidential, and will refrain from directly or indirectly using such information other than as is required to comply with its obligations or exercise its rights under the agreement.
- 12.2. In the event that the buyer is obliged to disclose confidential information pursuant to a court decision or court order, the buyer will only be permitted to disclose such information after obtaining the written consent of Persoon Outdoor Living B.V.
13. Amendment of the terms and conditions
- Persoon Outdoor Living B.V. reserves the right to amend these general terms and conditions at any time. Amendments will be communicated to the buyer in writing or electronically by email and will take effect one (1) month after the date of such announcement, unless the announcement states otherwise. If the buyer does not object to the amendment to the terms and conditions within one (1) month of the date of the announcement, stating reasons, the buyer will be deemed to have accepted the change.
14. Applicable law/competent court
- 14.1. The agreement is governed by Dutch law, to the exclusion of the provisions of the Vienna Sales Convention (1980).
- 14.2. Disputes relating to the agreement and its performance must be submitted to the competent court in The Hague, unless the law declares another court competent pursuant to rules of mandatory law.
