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# GENERAL TERMS AND CONDITIONS SOKKIES

## ARTICLE 1. | DEFINITIONS

1. In these general terms and conditions, the following terms, always capitalized, are used in the following sense .
2. Sokkies: the user of these general terms and conditions, established at De Streepen 9, 5473 PE in Heeswijk-Dinther, registered in the Trade Register under Chamber of Commerce number 67563732.
3. Customer: any legal person, or natural person acting in the exercise of a profession or business, with whom Sokkies has concluded or intends to conclude an Agreement.
4. Parties: Sokkies and the Customer jointly.
5. Agreement: any agreement between the Parties within the framework of which Sokkies has committed itself towards the Customer to deliver Products.
6. Products: the goods to be delivered by Sokkies to the Customer within the framework of the Agreement, concerning socks or sample samples, whether or not designed according to the Customer's specifications.
7. In writing: in addition to traditional written communication, communication by e-mail or any other means of communication that can be equated with this in view of the state of the art and the prevailing views in society .

## ARTICLE 2. | GENERAL PROVISIONS

1. These general terms and conditions apply to every offer from Sokkies and every Agreement concluded.
2. The applicability of any purchase or otherwise general terms and conditions of the Customer is expressly rejected.
3. The provisions of these general terms and conditions can only be deviated from expressly and in writing. If and insofar as what the Parties have expressly agreed in writing deviates from the provisions of these general terms and conditions, what the Parties have expressly agreed in writing shall apply.
4. Destruction or nullity of one or more of the provisions of these general terms and conditions or the Agreement as such, shall not affect the validity of the other clauses. Where appropriate, the Parties are obliged to enter into mutual consultation in order to make a replacement arrangement with regard to the affected clause. In doing so, the purpose and scope of the original provision shall be taken into account as far as possible.

## ARTICLE 3. | OFFER AND CONCLUSION OF AGREEMENTS

1. Every offer from Sokkies (including its quotations) is without obligation, even if Sokkies has indicated that the offer is only valid for a certain period of time. Sokkies can withdraw its offer without delay, at least as soon as possible after its acceptance by the Customer.
2. The supply of test samples shall be subject to the provisions of Article 4. For the delivery of other Products, a minimum order quantity of 50 pairs per order applies.
3. The Customer cannot derive any rights from an offer from Sokkies that contains an obvious error or mistake.
4. Without prejudice to the provisions of paragraph 1, each Agreement is concluded at the moment that the offer of Sokkies has been accepted by the Customer in the manner designated by Sokkies.
5. An offer from Sokkies does not automatically apply to any follow-up agreements between the Parties. Insofar as no changes have been made to them, these general terms and conditions also apply to follow-up agreements without Sokkies being obliged to provide these general terms and conditions to the Customer again and again.
6. If the Customer concludes the Agreement in the name of another natural or legal person, he declares to be authorized to do so by entering into the Agreement. In addition to this (legal) person, the Customer is jointly and severally liable for the fulfilment of all obligations arising from that Agreement.

## ARTICLE 4. | TEST SPECIMENS AND TOLERANCES

1. In the offer of Sokkies, on the website of Sokkies or otherwise displayed by Sokkies colors of the Products to be delivered, may differ slightly from the colors of the Products that are actually delivered. The Customer may request a sample of the Products in order to assess the actual colors. The Customer may also request a sample of Products to be designed according to the Customer's specifications in order to assess the result of the final design. In addition, the Customer may request a sample in order to assess the material of the Products.

2. The provisions of Article 3.1 shall apply mutatis mutandis to Sokkies' offer to supply sample samples. Sokkies is never obliged to supply test samples, except insofar as Sokkies has confirmed a request from the Customer for delivery of a sample by e-mail or otherwise in writing.
3. If the Parties agree that Sokkies will provide a sample of Products to be designed according to the Customer's specifications, the Customer will owe Sokkies € 50 (excl. VAT) to cover the design costs. If the Parties subsequently agree that the Customer will purchase at least 250 pairs of the Products concerned, the said design costs will be deducted from the purchase price of the Products concerned.
4. If the Customer has been given the opportunity by Sokkies to receive a sample of the Products and the Customer has not made use of it, the Customer cannot rely on the fact that the delivered goods deviate slightly from those stated in the offer of Sokkies, on the Sokkies website or otherwise by Sokkies and / or displayed characteristics of the Products, such as in terms of color and material. Such minor deviations do not provide the Customer with any reason to suspend its obligations under the Agreement, to dissolve the Agreement, or to claim compensation or any other compensation.

#### ARTICLE 5. | CANCELLATION OF THE AGREEMENT

Each Agreement is binding after its conclusion. If the Customer wishes to cancel the Agreement, he will continue to owe the full agreed price.

#### ARTICLE 6. | INFORMATION OBLIGATIONS OF THE CUSTOMER

The Customer is obliged to provide Sokkies with all information (including any files and specifications) that is reasonably relevant for the design and execution of the Agreement as soon as possible as required for the design or execution of the Agreement, in full and in the manner indicated by Sokkies. The Customer guarantees the accuracy of all information provided by him to Sokkies. Sokkies is never liable for damage as a result of incorrect or incomplete information provided by the Customer.

#### ARTICLE 7. | DELIVERY OF THE PRODUCTS

1. Delivery of the Products takes place by delivery thereof to the delivery address specified by the Customer. If no delivery address has been specified by the Customer, the billing address shall be the delivery address.
2. The risk of loss and damage to the Products passes to the Customer at the moment the Products are received by or on behalf of the Customer .
3. If the agreed delivery period is exceeded, the Customer is never entitled to refuse to accept the Products and/or to pay the purchase price, without prejudice to the provisions regarding default by Sokkies in Article 8.
4. If the Products could not be delivered as a result of a circumstance attributable to the Customer, Sokkies is, without prejudice to the provisions of Article 11, entitled to store the Products at the expense and risk of the Customer, without prejudice to the Customer's obligation to pay the amount owed by him to Sokkies under the Agreement. The additional costs to be incurred in connection with the non-receipt shall be borne by the Customer.

#### ARTICLE 8. | DELIVERY TIMES

1. The average delivery time is five weeks after the conclusion of the Agreement. However, all delivery times to which Sokkies has committed itself towards the Customer are only indicative, non-fatal deadlines. The default of Sokkies does not take effect until after the Customer has given Sokkies written notice of default, in which notice of default a reasonable period for performance is stated, and Sokkies is still in default with the delivery after the expiry of the latter period. Whether the period stated by the Customer in his notice of default is reasonable will be determined on the basis of objective criteria and all the circumstances of the case. Sokkies is not bound by an unreasonable period set by the Customer.
2. Default of Sokkies entitles the Customer to dissolve the Agreement for that part to which the default relates , but never the right to additional compensation.

#### ARTICLE 9. | INSPECTION AND COMPLAINTS

1. The Customer must immediately inspect whether the delivered Products conform to the Agreement at the time of delivery. If, in the opinion of the Customer, the delivered items do not conform to the Agreement, the Customer must promptly notify Sokkies of this.
2. If the Customer does not file a complaint in a timely manner, Sokkies shall have no obligation or liability arising from such a complaint.
3. Even if the Customer files a complaint in a timely manner, the obligation of the Customer to make timely payment shall remain in effect.
4. Products can never be returned without prior Written consent from Sokkies.

## ARTICLE 10. | FORCE MAJEURE

1. Sokkies is not obliged to fulfil any obligation under the Agreement if and for as long as it is prevented from doing so by a circumstance that it is subject to by law, a legal act or in society prevailing views cannot be attributed (force majeure). Force majeure is, in addition to what is understood in this regard in legislation and jurisprudence, all external causes over which Sokkies has no influence and which make the (further) execution of the Agreement impossible or seriously difficult, including import and transport restrictions, epidemics, pandemics, war and threat of war and errors and shortcomings of suppliers of Sokkies.
2. If the force majeure situation makes the performance of the Agreement permanently impossible or continues or will continue for more than three months, the Parties are entitled to dissolve the Agreement with immediate effect.
3. If Sokkies has already partially fulfilled its delivery obligations at the onset of the force majeure situation, or can only partially meet its delivery obligations, it is entitled to claim compensation for the part or part of the Agreement that has already been delivered.
4. Damage as a result of force majeure is never eligible for compensation, without prejudice to the application of the previous paragraph.

## ARTICLE 11. | SUSPENSION AND DISSOLUTION

1. Sokkies is, if the circumstances of the case reasonably justify it, entitled to suspend the execution of the Agreement or to dissolve the Agreement in whole or in part with immediate effect, if and insofar as the Customer does not comply with its obligations under the Agreement (including the provisions of these general terms and conditions), on time or in full, or, after the conclusion of the Agreement, give Sokkies the knowledge of circumstances good reason to fear that the Customer will not fulfil his obligations. If the fulfillment of the Customer's obligations with regard to which he fails or threatens to fall short is not permanently impossible, the power to dissolve only arises after the Customer has been given written notice of default, in which notice of default a reasonable period is stated within which the Customer can (still) fulfill his obligations and the fulfillment after the latter period has still not occurred.
2. If the Customer liquidates or transfers his company to a third party, is in a state of bankruptcy, has applied for (provisional) suspension of payments, a statutory debt restructuring scheme has been declared applicable to him, any attachment has been placed on his goods, as well as in cases in which the Customer otherwise cannot freely dispose of his assets, Sokkies is entitled to dissolve the Agreement with immediate effect, unless the Customer has already provided sufficient security for the fulfilment of his payment obligations under the Agreement or has immediately done so at Sokkies' first request.
3. Furthermore, Sokkies is entitled to dissolve the Agreement in whole or in part if circumstances arise that are of such a nature that fulfillment of the Agreement is impossible or unaltered maintenance thereof cannot reasonably be expected of him.
4. The Customer is never entitled to any form of compensation in connection with the right of suspension and/or dissolution exercised by Sokkies on the basis of this article.
5. Insofar as the suspension or dissolution of the Agreement can be attributed to the Customer, the Customer is obliged to compensate Sokkies for the damage suffered as a result of the suspension or dissolution of the Agreement.
6. If Sokkies dissolves the Agreement on the basis of this article, any outstanding claims against the Customer are immediately due and payable.

## ARTICLE 12. | PRICES AND PAYMENTS

1. All amounts stated by Sokkies and owed by the Customer to Sokkies are exclusive of VAT, unless expressly stated otherwise in writing.
2. If price increases of cost price factors occur between the moment of conclusion of the Agreement and the delivery of the Products, such as purchase prices or transport costs, Sokkies is entitled to pass on these price increases to the Customer.
3. Unless expressly agreed otherwise in writing, the Customer is obliged to pay the agreed price in full in advance. As long as the Customer is in default towards Sokkies with the satisfaction of a payment obligation incumbent on him and already due and payable, Sokkies is not obliged to (further) implement the Agreement.
4. Payments must be made by bank transfer, within the period stated by Sokkies. Sokkies uses a standard payment term of 14 days after the invoice date, but may deviate from this in individual cases.
5. Sokkies is entitled to make the invoice due to the Customer available to him exclusively by e-mail.
6. If timely payment is not made, the Customer's default will take effect by operation of law. From the day that the Customer's default occurs, the Customer owes interest of 2% per month on the outstanding amount, whereby a part of a month is considered as a full month.

7. All reasonable costs, such as judicial, extrajudicial and execution costs, incurred to obtain the amounts owed by the Customer to Sokkies, shall be borne by the Customer.
8. If the Customer has opted for urgent delivery against payment, the Customer is not entitled to reimbursement of these costs if the delivery is delayed due to a circumstance that cannot be attributed to Sokkies, i.e. force majeure within the meaning of Article 10. Sokkies irrevocably owes the costs of an urgent delivery to the carrier.

#### ARTICLE 13. | LIABILITY AND INDEMNIFICATION

1. Sokkies never bears any liability for damage caused by an inaccuracy or incompleteness in the information provided by the Customer. Furthermore, Sokkies never bears any liability for damage caused by another shortcoming in the fulfillment of the Customer's obligations arising from the law or the Agreement or any other circumstance that cannot be attributed to Sokkies.
2. Sokkies is never liable for consequential damage, including loss of profit, loss suffered and damage as a result of business interruption.
3. Should Sokkies be liable for any damage despite the provisions of these general terms and conditions, Sokkies has the right to repair this damage at any time. The Customer must give Sokkies the opportunity to do so, failing which any liability of Sokkies in this respect lapses.
4. The liability of Sokkies is limited to a maximum repair or replacement of the Products, or addition of the missing items. If and insofar as repair, replacement or addition of the missing is not possible, the liability of Sokkies is limited to the invoice value of the Agreement, at least to that part of the Agreement to which the liability of Sokkies relates.
5. The limitation period for all legal claims and defences against Sokkies is one year.
6. If, in order to execute the Agreement, the Customer provides Sokkies with logos, other images, texts, etc. that are protected under the Copyright Act or any other intellectual property right, the Customer guarantees that no infringement of intellectual property rights of third parties is made and indemnifies Sokkies in and out of court against all consequences arising from the use, the reproduction or reproduction thereof. If Sokkies should be held liable by third parties for this reason, the Customer is obliged to assist Sokkies both outside and in court and to immediately do everything that can reasonably be expected of him in that case. Should the Customer fail to take adequate measures, Sokkies is entitled, without notice of default, to do so itself. All costs and damage on the part of Sokkies and third parties arising as a result, are entirely at the expense and risk of the Customer.

#### ARTICLE 14. | RETENTION

1. All Products delivered by Sokkies remain his property until the Customer has properly fulfilled all payment obligations under the relevant Agreement.
2. The Customer is prohibited from selling, pledging or in any other way encumbering the Products subject to retention of title .
3. If third parties seize the Products subject to retention of title, or wish to establish or assert rights thereon, the Customer is obliged to inform Sokkies of this as soon as possible.
4. The Customer gives unconditional permission to Sokkies or the third parties designated by Sokkies to enter all those places where the Products subject to retention of title are located. In the event of default by the Customer, Sokkies is entitled to take back the Products referred to herein. All reasonable costs related thereto shall be borne by the Customer.
5. If the Customer, after the Products have been delivered to him by Sokkies, has fulfilled his obligations, the retention of title with regard to these Products will revive if the Customer does not fulfill his obligations under a later concluded Agreement.

#### ARTICLE 15. | FINAL PROVISIONS

1. Sokkies is entitled to change these general terms and conditions. Where appropriate, the Customer will be informed thereof, whereby the amended general terms and conditions will be provided to him and after which they will apply.
2. Sokkies is entitled to transfer its rights and obligations under the Agreement to a third party.
3. Each Agreement and all legal relationships arising between the Parties are exclusively governed by Dutch law .
4. The parties will not appeal to the court until after they have made every effort to settle the dispute in mutual consultation.
5. Only the competent court within the district of the District Court of East Brabant is appointed at first instance to hear any legal disputes between the Parties, without prejudice to the right of Sokkies to appoint another court competent according to the law.