

GENERAL TERMS AND CONDITIONS (Brands)

1 Parties

1.1 Promodes B.V. is a limited liability company acting as a central purchasing organization between shoe stores established mainly in the Netherlands. Promodes focuses on stipulating favorable conditions for the purchase of shoes and accessories for the Promodes Members. Furthermore Promodes acts as a payment handler for the Promodes Members. Please find a list of all current Promodes Members via the following hyperlink, as amended from time to time: https://www.abcd.be/info/Members_PROMODES.pdf

2 Definitions and interpretation

2.1 In these general terms and conditions (hereinafter referred to as the “**General Terms**”), the following terms written with a capital used are defined as follows:

Promodes Member:	any member of the central purchasing organization Promodes
Delivery Date:	the in-shop delivery date specified by a Promodes Member in the Purchase Order.
Force Majeure:	force majeure within the meaning of Article 6:75 of the Dutch Civil Code, including natural disaster, fire, explosion, flood, epidemic, pandemic, lockdown, act of government, war or unforeseen shortage or unavailability of fuel, power, raw material.
Parties:	Promodes Member and the Supplier jointly; the Parties are also referred to separately as a Party .
Products:	the movable goods to be supplied or intended to be supplied by the Supplier to the Promodes Member.
Purchase Order:	any purchase order placed with the Supplier by a Promodes Member.
Supplier:	the entity providing the Products to the Promodes Member under the General Terms.

3 Scope and products

3.1 **Framework agreement.** These General Terms contain the rights and obligations of the Parties in respect of the manufacturing, sale and delivery of the Products. An Promodes Member may purchase Products from Supplier and, accordingly, Supplier shall sell and deliver such Products, subject to these General Terms.

3.2 **Applicability of the General Terms.** A Purchase Order shall establish a direct contractual relationship between the Promodes Member on the one hand and Supplier on the other, subject to these General Terms. These General Terms apply to each Purchase Order and to all agreements between and services provided by Supplier to Promodes or a Promodes Member and, including in case of a failing reference to the General Terms in the Purchase Order.

4 Ordering procedure

4.1 Purchase Order placed by Promodes Members. A Purchase Order is valid to be invoiced only in case such order is duly signed or confirmed by the relevant Promodes Member.

4.2 Purchase Order acceptance. A Purchase Order shall be deemed to be accepted by Supplier upon receipt.

4.3 Rescheduling or cancelling Purchase Orders. Promodes Members may modify, reschedule or cancel, in whole or in part, a confirmed Purchase Order, without liability to Supplier, by notifying Supplier ultimately 14 days prior to the original Delivery Date. In case of rescheduling of a Purchase Order by the Promodes Member, Supplier shall make best efforts to accommodate such request.

4.4 General terms and conditions do not apply. Supplier's standard terms of sale or other general conditions shall not apply to any Purchase Order and any other agreement.

5 Delivery

5.1 Delivery Date. Supplier shall deliver the Products directly to a Promodes Member on the Delivery Date, unless otherwise agreed upon between the Parties. Early delivery is only allowed after notice and written consent from the relevant Promodes Member. If early delivery is not notified to and approved by the relevant Promodes Member, the payment period of the invoice concerned shall not start to expire before the initial agreed upon delivery date.

5.2 Delivery Duty Paid. Unless specifically agreed otherwise in writing, Supplier shall deliver Products *Delivered Duty Paid* (DDP) at the named place of delivery indicated on the Purchase Order, in accordance with the Incoterms in force on the date of acceptance of the Purchase Order.

5.3 Partial deliveries. The Supplier may not deliver the Products of the same series partially, unless the relevant Promodes Member has given its prior written approval. Any additional costs shall be at the Supplier's expense, unless the Promodes Member requested the partial delivery.

5.4 Notice of delay. Supplier shall promptly inform the Promodes Member if circumstances occur that may reasonably prevent it from delivering the Product on the Delivery Date. If the probable delay is longer than fourteen calendar days from the Delivery Date, the Promodes Member shall have the option, at its sole discretion, to either extend the time of delivery and deduct a percentage of the invoice in proportion to the loss of profit or to terminate the Purchase Order at no costs to the Promodes Member.

6 Force Majeure

6.1 Notification of Force Majeure. A Party prevented from fulfilling its obligations duly and timely by an event of Force Majeure (a **Subjected Party**) shall inform the other Party (the **Impinged Party**) promptly, both orally and in writing, specifying the cause of Force Majeure and how it may affect its performance, including a good faith estimate of the likely scope and duration of interference with its obligations. The Subjected Party shall do its utmost to end or avoid as soon as practicable the impact of the Force Majeure circumstances to its performance under the General Terms and the Purchase Order.

6.2 Effects. The Impinged Party shall be released from performing any of its obligations for the duration of the Force Majeure event. The Parties shall consult with each other in order to minimize all damages, costs and possible other negative effects. Furthermore, if an event of Force Majeure continues for more than 30 days and no solution can be agreed upon within 15 days thereafter, the Impinged Party shall be entitled to terminate the relevant Purchase Order or part of a Purchase Order, with immediate effect and without liability to the Subjected Party. Upon remediation of the Force Majeure event, the Subjected Party shall, at the sole election of the Impinged Party, (a) promptly resume performance on all Purchase Orders which have not been terminated; or (b) the Impinged Party shall terminate any Purchase Orders.

7 Pricing

7.1 Prices. Supplier shall supply Products to a Promodes Member at the prices agreed upon separately and as mentioned in the Purchase Order.

8 Payment

8.1 Invoice formalities. Invoices shall be issued per delivery of a Purchase Order.

Each invoice shall state:

- a. the name of the Promodes Member placing the Purchase Order with the Supplier;
- b. the address (registered office) of the Promodes Member;
- c. VAT-number of the Promodes Member;
- d. the Purchase Order number and the Products and their quantity;
- e. separated from the gross price the value added tax (VAT);
- f. the gross price and the total amount due and all discount rates as agreed upon;
- g. Supplier's VAT number, bank account number, sort code and invoice address; and
- h. an invoice number and date of invoice.

8.2 Correctness of an invoice. If any data mentioned in Section 8.1 is missing, the invoice is deemed not to be issued. In that case the Promodes Member has no obligation to pay the invoice.

8.3 E-mail. Invoices to Promodes Members shall only be sent by e-mail to promodesinvoice@abcd.be, and not to the Promodes Member directly. Promodes is

responsible for the administrative processing of the invoice. Physical invoices (e.g. by post) will not be processed.

8.4 **Payment term.** Payment shall be made within 20 days after the date of invoice, unless otherwise agreed.

8.5 **Payment handler.** Payments carried out by Promodes as payment handler of the Promodes Members are deemed to have been carried out by the Promodes Member placing the underlying Purchase Order. Promodes will never incur any (financial) obligation towards the Supplier.

9 Product responsibility

9.1 **Quality level.** Supplier shall deliver the Products in the quality, quantity and description required under the General Terms and the Purchase Order. Supplier warrants that the Products offered and delivered are in conformity with the samples, free from defects, do not infringe on any intellectual property rights of any third party and are of good quality and at least satisfies the customary standards common in the industry.

9.2 **Packaging.** Supplier shall package and store the Products as safely and carefully as possible and in such a manner that shipment can be properly and adequately handled during transportation and delivery.

10 Set off

10.1 **Set off.** As Promodes acts as a payment handler for the Promodes Members, Promodes reserves the right to (temporarily) set off payables and receivables between the Promodes Members on the one hand and the Supplier on the other hand. Promodes will inform the Supplier of such set off in writing (including by e-mail).

11 Retention of title

11.1 **Retention of title.** Supplier shall supply Products subject to (simple) retention of title to a Promodes Member. Parties acknowledge and agree that if Promodes makes a payment to Supplier on behalf of an Promodes Member as a payment handler, this results in Promodes subrogating into the rights of Supplier in respect of the Promodes Member.

11.2 **Transfer of stock.** A Promodes Member is entitled to transfer the Products subject to retention of title in the normal course of their business.

12 Applicable Law and dispute resolution

12.1 **Applicable law.** These General Terms is governed by the laws of the Netherlands. The applicability of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.

12.2 **Dispute resolution.** All disputes arising out of or in connection with these General Terms or any Agreement arising from these General Terms that cannot be settled amicably, shall be referred exclusively to the competent courts of Amsterdam, the Netherlands.