

GENERAL TERMS AND CONDITIONS OF SMART FRIDAY B.V. (24 october 2021)

Smart Friday B.V. ("Smart Friday"), having its registered office at Stuwmeer 108, 3994 HS Houten, Registered with the Chamber of Commerce under number 74054333.

ARTICLE 1. DEFINITIONS

In these general terms and conditions, the following terms are capitalized and used in the following meaning, unless expressly indicated otherwise:

1. Consumer: The Buyer who enters into an Agreement with Smart Friday and thereby does not act in the exercising of a profession or operating of a company.
2. Buyer: the natural person or legal entity who purchases Products from Smart Friday and who is the other party to the Agreement with Smart Friday within the meaning of article 6:231 under c of the Dutch Civil Code (Burgerlijk Wetboek).
3. Smart Friday: the party with which the Buyer concludes the Agreement and user of these general terms and conditions within the meaning of Section 6:231(b) of the Dutch Civil Code (Burgerlijk Wetboek).
4. Order: placing an order to supply Products by the Buyer from Smart Friday
5. Agreement: the agreement between Smart Friday and Buyer on the basis of which Smart Friday supplies Products to Buyer against payment.
6. Parties: Smart Friday and the Buyer jointly.
7. Products: all goods, including Safe Lace Industrial, Safe Lace Active and other Safe Lace products, which are the subject of the Agreement.
8. In writing: "In writing" for the purposes of these general terms and conditions shall also include communication by e-mail, fax or digital (for example via an online interface), provided that the identity and integrity of the content are duly established.
9. Websites:
<https://smartfriday.nl>
<https://www.safelaceindustrial.eu>
<https://www.safelaceactive.eu>

ARTICLE 2. APPLICABILITY

The present general terms and conditions are applicable to any and all proposals, Agreements and deliveries of Smart Friday, of whatever nature, unless this applicability is fully or partly expressly excluded in writing and/or unless expressly stipulated otherwise.

Any general terms and conditions of the Buyer, by any name whatsoever, are expressly rejected. Deviations from and additions to these terms and conditions shall only be applicable if and to the extent that they have expressly been accepted by Smart Friday in writing.

Should Smart Friday have permitted deviations from the present general terms and conditions for a short or a longer period of time, whether or not implicitly, then this shall not affect its right to demand direct and strict compliance with these terms and conditions as yet. The Buyer cannot derive any rights from the manner in which Smart Friday applies the present terms and conditions.

The present terms and conditions are equally applicable to all Agreements concluded with Smart Friday for the implementation of which third parties must be relied on. Said third parties can invoke the present terms and conditions directly against the Buyer, including any exclusions of liability.

Should one or more provisions of the present terms and conditions or of any other Agreement concluded with Smart Friday be in breach of a mandatory statutory provision or any applicable legal provision then the relevant provision shall expire and shall be replaced by a new, legally permissible and comparable provision to be established by Smart Friday

ARTICLE 3. PROPOSALS AND OFFERS

Any and all proposals and offers of Smart Friday are revocable and are made subject to contract, unless indicated otherwise in writing.

The content of the delivery shall exclusively be determined by the description of the delivery specified in the proposal. If the acceptance deviates (on subordinate points) from the proposal included in the offer, then Smart Friday shall not be bound by the same. The Agreement shall in that case not be concluded in accordance with said deviating acceptance, unless Smart Friday indicates otherwise. Clear errors or clerical errors in the proposal of Smart Friday, e.g., on its Website or pricelists, shall not bind Smart Friday

ARTIKEL 4. PRICES

For Orders within the Netherlands, the given prices include VAT and other applicable government levies. The postage and packaging fees shall be borne by the Buyer, unless the Buyer indicates that he/she wishes to collect the Products from the company. For Orders intended for countries outside the Netherlands, the prices provided by Smart Friday for freight are paid up to the agreed final destination "CPT – Carriage Paid To" (in accordance with the provisions of the most recent version of the Incoterms as drawn up by the International Chamber of Commerce).

The prices are therefore exclusive of VAT, insurance, import duties, excise duties applicable in the importing country and other taxes or levies imposed or charged in relation to the goods, but including transport and packaging costs, unless otherwise stated.

Smart Friday is entitled to change its prices at any time. Proposals and offers shall not automatically be applicable to future Orders.

ARTICLE 5. CONCLUSION OF THE AGREEMENT

Barring the provisions set forth below an Agreement with Smart Friday shall only be concluded after Smart Friday has accepted respectively confirmed an Order in writing. The Order confirmation is deemed to correctly and completely represent the Agreement, unless the Buyer immediately objects to the same in writing.

As far as Orders placed on the Website of Smart Friday are concerned, contrary to the provisions of paragraph 1 of this article, the Agreement will have been concluded at the time the Buyer has successfully gone through all steps of the online ordering process. Smart Friday will confirm the Order to the Buyer in writing.

Any additional arrangements or changes made at a later time will only bind Smart Friday if these are confirmed by Smart Friday in writing within five days.

ARTICLE 6. DELIVERY AND TRANSFER OF RISK

Unless otherwise agreed, delivery and insurance of goods to final destination outside the Netherlands will be paid for up to the agreed destination "CPT – Carriage Paid To" (in accordance with the provisions of in the most recent version of the Incoterms as drawn up by the International Chamber of Commerce). Smart Friday shall bear the transport costs, but the risk associated with transporting the goods shall pass to the Buyer at the moment that Smart Friday has confounded the goods over to the first transport company.

For shipments within the Netherlands, the goods shall be transported at the risk displayed upon payment. The risk associated with the Products shall pass to be of Smart Friday, unless explicitly agreed otherwise. The transport costs shall be to the Buyer at the moment that these are presented for receipt at the delivery address. The choice of the means of transport is that Smart Friday, also in case of paid shipments, with no requirements for the shipment issued by the buyer. Temporary hindrances or impediments in transport with the chosen means of transport don't automatically require the use of another means of transport.

If the Buyer, notwithstanding paragraph 2 and 3, wishes Smart Friday to use a certain method of delivery or transport that is not offered as a matter of course, shipping shall be at the risk of the Buyer. The risk relating to the Products shall in that case pass to the Buyer at the moment that Smart Friday has handed over the Products to the first transport company.

If the Buyer has specific requirements with regard to packaging used by Smart Friday, all costs for the use of this packaging shall be accountable to the Buyer.

Packaging materials are not taken back by Smart Friday

If it has been agreed that the Buyer shall himself/herself collect the Products or arrange the transport, the Products that are ready for collection or shipment must be collected from or received at the date of delivery. The risk relating to the Products shall, in this case, be passed to the Buyer at the moment that the Buyer or a third party called in by the Buyer takes possession of the Products. If it turns out to be impossible to deliver the Products to the Buyer because of a cause on the side of the Buyer, Smart Friday reserves the right to store those Products for the account and risk of the Buyer, possibly in the open air, all without any liability on the part of Smart Friday for damage, impairment, loss or otherwise.

A 30-day period apply during storage during which Smart Friday will enable the Buyer to collect or receive the Products. This applies unless Smart Friday expressly determined a different period in writing.

If the Buyer also fails to comply with its obligations after the expiry of the time limit, as intended in the previous paragraph of this article, Buyer shall by operation of law be in default and Smart Friday shall be entitled to dissolve the Agreement, either in whole or in part, in writing and with immediate effect, without any prior or further notice of default and without any judicial intervention being required and without being liable to pay compensation for damage, costs or interest.

As the occasion arises Smart Friday shall be authorized to sell the Products to third parties or to use the same for the implementation of other Agreements and also to destroy the documents already prepared. The foregoing shall not affect the obligation of the Buyer to pay the agreed price as well as possible storage costs and/or other costs.

ARTICLE 7. DELIVERY TIMES

If Smart Friday has indicated a time for the delivery or the implementation of the Agreement then this shall only be approximate. A specified delivery time can therefore never be qualified as a fatal deadline. In the event that a delivery date is exceeded, the buyer should therefore, give Smart Friday written notice of default. Smart Friday must then be granted reasonable time limit to implement the Agreement as yet.

If and to the extent that this is, at the discretion of Smart Friday, required for a proper implementation of the Agreement, Smart Friday shall be entitled to rely on third parties for the performance of certain activities.

Buyer shall see to it that all data of which Smart Friday indicates that they are required or of which Buyer should within reason understand that they are required for the implementation of the Agreement, are supplied to Smart Friday in a timely fashion. If the data and tools required for the implementation of the Agreement have not been supplied to Smart Friday in a timely fashion then Smart Friday shall be entitled to suspend the implementation of the Agreement and/or to charge the additional costs deriving from the delay to the Buyer in accordance with the usual rates.

ARTICLE 8. CONSIDERATION PERIOD AND RIGHT OF WITHDRAWAL

In the case of distance selling, the goods offered shall be subject to a consideration period of 14 days, effective as of the day following receipt by or on behalf of the Consumer, unless otherwise agreed. The purchase shall in that case only be final when the 14 days following delivery of the Product have expired.

During the consideration period, the Consumer shall have the right of withdrawal, whereby the Consumer has the option to return the received

Products without any obligation on his part other than reimbursement of the direct return costs.

The Consumer can call on the right of withdrawal by informing Smart Friday of his/her intention within a period of 14 days following delivery, in writing or by email from or on behalf of the Consumer. The written statement should be sent by email to sales@smartfriday.nl. In order to do this, the Consumer can use the returns form provided by Smart Friday on their website, but the Consumer is not obliged to do so.

If the Consumer makes use of his/her right of withdrawal, Smart Friday shall reimburse any amount already paid by the Consumer no later than 14 days following receipt of the returned Products.

The Consumer may only make use of their right of withdrawal if the Product in question is returned complete, undamaged, unused and in the original packaging. The consumer may take the Product out of the packaging if this is necessary to ascertain whether the Product meets the Buyers' expectations, provided the original packaging remains intact and the Product can be returned unopened and undamaged. Once the Consumer has opened the Product for consumption: the Consumer can no longer make use of his/her right of withdrawal.

After calling on the right of withdrawal, the Consumer must return the delivered goods to Smart Friday within 14 days. The return costs shall be borne by the Consumer. Products can also be returned to Smart Friday' warehouse. Smart Friday will not provide their own transport for returning Products.

ARTICLE 9. INSPECTION, COMPLAINTS AND QUALITY GUARANTEE

The Buyer must inspect the goods delivered immediately after delivery for any deviations with what has been agreed. Any complaints relating to the Products delivered have to be filed ultimately within forty-eight (48) hours after delivery to Smart Friday by e-mail or phone. After the expiry of the said period, the goods delivered shall be considered as having been irrevocably and unconditionally accepted by the Buyer. The Buyer has to hold the defective goods available for Smart Friday for the purposes of the assessment of the complaint. The submission of a complaint shall not suspend the Buyer's payment obligation in respect of the Products in question.

Should it upon arrival be visible from the outside that the goods are damaged, the Buyer has to make a reservation in writing in this regard against the carrier by means of a note on the proof of delivery.

If a Product has a defect, the Buyer should subsequently return the Product to Smart Friday within three days for assessment. The cost of returning the goods shall be borne by the Buyer. If the defect is confirmed by Smart Friday, Smart Friday shall replace the Product free of charge, in other words: the Product(s) in question. If replacement is not possible, for example, because the Products in question is no longer in stock, Smart Friday shall reimburse the Buyer with the amount paid.

Goods that are sent or transported for replacement or quality assessment to Smart Friday, remain the risk of the Buyer at all times, regardless of who determined the manner of transport or shipping and no matter who pays the costs involved.

Through fulfilment of one of the aforementioned actions, Smart Friday shall be fully discharged in respect of his guaranteed obligations and Smart Friday will not be liable for any further (damage) compensation.

Defective Products can only be returned after prior consultation with one of the salespeople of Seller.

ARTICLE 10. INVOICING AND PAYMENT

Smart Friday has the right when entering into the Agreement to require that the delivery takes place after full or partial advance payment by the Buyer has been made. Unless explicitly agreed otherwise, payment shall be made by means of prior bank transfer, by means of a payment method offered on Smart Friday' website, such as iDeal or credit card.

If it has been agreed that payment will take place by means of invoice, payment must take place within thirty (30) days after the date of the invoice, without any setoff or discount, in a manner to be indicated by Smart Friday in the currency of the invoice. Smart Friday reserves the right to send invoices digitally.

After the expiry of the stipulated payment term the Buyer shall be in default by operation of law without any further notice of default being required.

As from the moment of default the Buyer shall be liable to pay interest on the due and payable amount equal to 1% per month, unless the statutory commercial interest is higher in which instance the statutory commercial interest shall apply. As from that moment any and all judicial and extrajudicial costs that Smart Friday incurs in order to obtain satisfaction – both in and out of court – shall be at the expense of the Buyer. In that case the Buyer shall be liable to pay compensation equal

to at least 15% of the outstanding amount with a minimum of € 150.00. For Consumers this amounts to at least 5% with a minimum of € 40,00. Should the costs actually incurred and to be incurred by Smart Friday exceed the aforementioned amount then these costs shall equally qualify for compensation.

If the Buyer does not comply with its payment obligations in a timely fashion, then Smart Friday shall be authorized to suspend the obligations entered into vis-à-vis the Buyer regarding delivery and/or performance of activities until the payment has been made or sufficient security has been provided for the same. The same already applies prior to the moment of default if Smart Friday may within reason assume that there are reasons to doubt the creditworthiness of the Buyer.

In case of liquidation, insolvency, debt management or suspension of payment of the Buyer or a relevant application or petition the claims of Smart Friday and the obligations of the Buyer vis-à-vis Smart Friday shall immediately fall due.

If the Buyer has, on any account whatsoever, one or more counterclaims vis-a-vis Smart Friday then the Buyer waives its setoff right. Said waiver of the setoff right is also applicable if the Buyer applies for (provisional) suspension of payment or is declared insolvent.

ARTICLE 11. RESERVATION OF TITLE

Any and all goods delivered or to be delivered by Smart Friday shall remain the property of Smart Friday up to the moment that the Buyer has complied in full with all its payment obligations vis-à-vis Smart Friday on account of any Agreement concluded with Smart Friday for the delivery of goods and/or the performance of activities or the supply of Services, including claims in connection with a failure to comply with this kind of Agreement.

A Buyer serving as an international seller does not have the right to sell or supply the Products that are subject to Smart Friday's retention of title, nor if that is customary in the ordinary course of his/her business.

The Buyer shall not be allowed to establish limited rights on goods that are subject to the reservation of title of Smart Friday. If third parties (wish to) establish (limited) rights on the goods subject to the reservation of title, then the Buyer shall forthwith inform Smart Friday in writing accordingly.

Smart Friday hereby already reserves an undisclosed pledge on delivered goods of which the title has transferred to the Buyer due to payment and which are still in possession of Smart Friday, by way of additional security for claims, other than within the meaning of article 3:92 paragraph 2 of the Dutch Civil Code, which Smart Friday may still have vis-à-vis the Buyer on any account whatsoever.

The Buyer is obliged to keep (have kept) the delivered goods subject to the reservation of title separate from other goods, with the required diligence and recognizable as property of Smart Friday.

The Buyer is obliged to insure the goods against fire, explosion and water damage as also against theft during the period of the reservation of title and to on demand provide Smart Friday insight into the policies of said insurances. Any and all claims of the Buyer vis-à-vis insurers of the goods on account of the aforementioned insurances shall, if so desired by Smart Friday, be pledged to Smart Friday in an undisclosed manner by way of additional security for the claims of Smart Friday vis-à-vis the Buyer.

ARTICLE 12. LIABILITY

If Smart Friday is liable for damage, said liability shall be limited to compensation of direct damages and at most to twice the invoice amount of the Agreement (excluding VAT), or that part of the Agreement to which the liability relates.

Direct damage is exclusively understood as: a. the reasonable costs for the establishment of the cause and the scope of the damage, to the extent that the establishment is related to damage within the meaning of these general terms and conditions; b. the possible reasonable costs incurred in order to have the defective performance of Smart Friday comply with the Agreement, unless they cannot be attributed to Smart Friday

Smart Friday shall never be liable for indirect damage, including bodily harm, consequential damage, lost profit, lost savings, losses due to business interruptions, environmental damage and damage resulting from penalties imposed due to non-observance of delivery (completion) times.

Smart Friday shall not be liable for damage, of any nature or any form whatsoever, in case it has departed from incorrect and/or incomplete data supplied by the Buyer.

The limitations of liability for direct damage included in these general terms and conditions shall not be applicable if the damage can be blamed on intent or gross negligence on the part of Smart Friday

ARTICLE 13. LIMITATION PERIOD

In all cases, the time limit within which Smart Friday can be held liable for compensation for damage is limited to 1 year after delivery of the Products to which the damage relates.

ARTICLE 14. FORCE MAJEURE

The parties shall not be obliged to comply with any obligation if they are prevented from doing so as a result of a circumstance that cannot be blamed on negligence (schuld) and must neither be at their expense by law, a legal act or generally accepted practice.

Under these general terms and conditions, force majeure shall mean, in addition to the meaning thereof as laid down in the law and in case law, all external causes, anticipated or not anticipated, on which Smart Friday cannot exert influence, but which prevent Smart Friday from fulfilling its obligations. This shall also include strikes in the company of Smart Friday or the manufacturer or supplier.

Smart Friday shall also be entitled to rely on force majeure if the circumstance that prevents (further) compliance occurs after Smart Friday should have already complied with its commitment.

During the period that the force majeure continues the parties can suspend the obligations on account of the Agreement. If this period lasts longer than 30 days then each Party shall be entitled to dissolve the Agreement, without any to the extent that Smart Friday has already partly complied or shall comply with its obligation to compensate the other Party for damage.

Obligations on account of the Agreement at the time of the occurrence of force majeure and independent value can be attributed to the part complied or to be complied with respectively, then Smart Friday shall be entitled to separately invoice the part already complied with or the part to be complied with respectively. The Buyer shall be obliged to pay this invoice as if it were a separate Agreement.

ARTICLE 15. APPLICABLE LAW AND CHOICE OF FORUM

All Agreements concluded and to be concluded by Smart Friday shall be governed by Dutch law.

All disputes between Smart Friday and a Buyer arising in connection with the present Agreement, or further Agreements resulting therefrom, shall be settled by the competent jurisdiction in the district in which Smart Friday has its registered office, unless a mandatory statutory provision opposes such.

ARTICLE 16. CHANGE AND INTERPRETATION OF THE TERMS AND CONDITIONS

In case of an interpretation of the content and meaning of these general terms and conditions as well as in the case of conflict between the content or interpretation of any translations of these general terms and conditions and the Dutch version, the Dutch text shall prevail each time.

The most-recently filed version and/or the version as applicable at the time of conclusion of the agreement shall always apply.