



General sales and delivery terms Goliath B.V.

1 DEFINITIONS

1.1 In these general conditions is intended by:

- (a) Purchaser: the natural or legal person to whom Goliath addresses an offer or quotation or that commits itself to purchase Products;
- (b) Goliath: the private limited liability company under Netherlands law Goliath B.V., with statutory seat in Hattem and offices on Vijzelpad 80 in (8051 KR) Hattem, registered with the Chamber of Commerce under number 08052676;
- (c) Order: a written or verbal proposal of the Purchaser with regard to the purchase or delivery of Products;
- (d) Agreement: the joint decision of Goliath and Purchaser to enter into a legal relationship whereby Goliath commits itself, under application of the provisions stipulated in these general conditions, to deliver certain Products against a payment and/or performance to be conducted by the Purchaser;
- (e) Force majeure: besides what is thereby intended in the law and jurisprudence, all outside causes, foreseen or unforeseen, on which Goliath cannot exert any influence but as a result of which Goliath is not able to comply with its obligations from the Agreement. By outside causes is also intended: threat of war, terrorism, riots, act of God, fire, water damage, flooding, strikes, company occupation, exclusion, import- and export restrictions, government measures, defects to machinery, disruptions in the supply of energy or telecom, everything both at the company of the seller and at third parties from which the seller must obtain the required material or raw material entirely or partially, as well as at storage, production, assembly, packaging, or during transport, whether or not at the own company.
- (f) Parties: Goliath and Purchaser jointly;
- (g) Product: a product which is supplied or developed by or on behalf of Goliath in the field of games, toys, or related products.

2 APPLICABILITY

- 2.1 These general conditions are applicable to every offer and to each quotation of Goliath and to every Agreement which Goliath enters into with Purchaser, unless the Purchaser is acting as a consumer, being a natural person acting for purposes outside his business or professional activities.
- 2.2 These general conditions can only be deviated from if Parties have established such emphatically in writing. An established deviation only applies to the offer, quotation, or the Agreement for which the deviation was created.
- 2.3 The applicability of the general (purchasing) conditions of Purchaser is emphatically rejected by Parties.

2.4 To the extent Purchaser places an order with a (commercial) agent recognised by Goliath, a direct Agreement between Goliath and the Purchaser will arise.

3 QUOTATIONS AND ORDERS

3.1 All prices, offers, and quotations of Goliath are non-committal, unless the proposal emphatically indicates otherwise.

3.2 A binding proposal issued by Goliath is valid for fourteen days, unless the proposal emphatically indicates otherwise.

3.3 All communications, advice, and guarantees made by Goliath with regard to Products are only binding if they are made in writing. Samples or depictions in folders, catalogues, advertisements, packaging and the likes solely intend to create an impression of the Product and are not binding.

3.4 Every written Order of the Purchaser constitutes a separate Agreement, which Agreement becomes effective on the date on which it is emphatically accepted by Goliath. An Order is considered to have been accepted after it is confirmed in writing by Goliath and this confirmation is forwarded directly to the Purchaser. Goliath has the right at all times to reject or limit, without stating grounds, an Order or the order frequency of Orders completely or partially.

3.5 Goliath reserves itself the right to set a credit limit per order or per delivery, under such conditions as are further to be established.

4 PRICES

4.1 The prices listed by Goliath are exclusive of sales tax and other possible government levies. All Products are delivered exempt of delivery costs, except in the event Parties have emphatically established otherwise in writing.

4.2 Any possible discounts to be granted by Goliath to Purchaser are calculated over the price exclusive of VAT and exclusive of any other possible costs, such as shipping, administration, and transport costs.

4.3 Goliath reserves itself the right for the duration of the Agreement to change the price of Products on account of unforeseen circumstances or otherwise within sixty days after publication of the price change.

5 DELIVERY

5.1 Such delivery term as may have been established between Parties is considered to have been agreed upon by approximation. The delivery times indicated by Goliath cannot be considered strict time limits, unless emphatically established otherwise in writing. Goliath exerts itself to deliver within the indicated timeframe. The simple fact of overrunning an indicated delivery term does not result in the default of Goliath. In case of the overrunning of the delivery term by more than thirty days, the Purchaser can, after the Purchaser has granted Goliath a reasonable term to comply with their obligation for delivery, cancel the Order without being able to claim entitlement to any compensation (of damages).

- 5.2 The sending and the transport of the Products are at the risk of Goliath, unless established otherwise. The manner of sending and transport is at the option of Goliath.
- 5.3 Except in case Parties have emphatically established otherwise in writing, a Product counts as delivered when the Product has been picked up by the Purchaser or the Product has been delivered by Goliath at the location of the Purchaser (free of charges).
- 5.4 For shipments with an invoice value of less than 750 euros exclusive of VAT, shipping costs are charged.
- 5.5 Without prejudice to what is stipulated in article 5.4, Purchaser is bound to buy at least the standard packaging of a Product, which may consist of several Products.
- 5.6 If Purchaser himself takes care of the transport of Products because Purchaser picks them up himself or has them picked up from Goliath, the transport is at the expense and risk of Purchaser.

6 PAYMENT

- 6.1 Payment of the delivered Products must take place within thirty days after the invoice date, in the manner indicated by Goliath.
- 6.2 Purchaser is not authorised to deduct a counterclaim established by him from the payment of an amount, to set off the payment or suspend it, without the written consent of Goliath.
- 6.3 If payment is not effectuated within thirty days or within the established term, the Purchaser is considered to have fallen legally into default and Goliath has the right, without any default notice, to charge the statutory commercial interest from the expiry date pursuant to article 6:119a BW (Netherlands Civil Code). The Purchaser also owes Goliath all judicial collection costs arising from the recovery of the claim, as well as the costs to obtain satisfaction extrajudicially. The collection costs are set at, at least, fifteen percent of the invoice amount, unless this is unreasonable under the circumstances of the case.
- 6.4 Payments made by the Purchaser always serve to settle all owed interest and costs, and subsequently the principal of invoices which have been outstanding the longest, even if the Purchaser indicates that the settlement regards a later invoice.

7 RETENTION OF PROPERTY

- 7.1 All goods delivered and goods and Products yet to be delivered remain the property fully of Goliath until all claims which Goliath has and acquires on Purchaser have been settled entirely. Purchaser is obligated to keep the matters delivered under retention of property with care and in a manner so that they can be recognised as the property of Goliath.
- 7.2 The property of the delivered goods will only be transferred upon the settlement of the full payment of the relevant Products to Goliath.
- 7.3 All goods delivered by Goliath are assumed to be the property of Goliath, even if they are possibly under the control of Purchaser.
- 7.4 Purchaser is not authorised to pawn the Products falling under the retention of property, nor to

encumber them in any other manner.

- 7.5 If third parties (wish to) seize or establish or exercise rights on the Products delivered under the retention of property, Purchaser is obligated to accordingly inform Goliath as soon as possible.
- 7.6 Purchaser commits himself to insure and keep insured the Products delivered under retention of property against the usual risks (including liability, fire, storm, break-in, and water damage) and to present for perusal the policy of this insurance upon first request to Goliath. In case of damage, the disbursement of an insurer with regard to the Products will fall fully to Goliath.
- 7.7 Products delivered by Goliath which pursuant to this article fall under the retention of property, may only be resold in the context of regular business operations and may never be used as a means of payment.
- 7.8 In the event Goliath wishes to exercise his property rights indicated in this article, Purchaser already presently grants unconditional and irrevocable permission to Goliath or to third parties to be indicated by the latter to enter all those areas where the property of Goliath is located and to also take back those Products.

8 RETURNS

- 8.1 The returning of Products by Purchaser to Goliath is excluded, unless established otherwise in writing.
- 8.2 The returning of a Product can only take place after the prior written consent of Goliath and in the manner communicated by Goliath. The costs of returning are borne by Purchaser.
- 8.3 Returns are only possible if the Products to be returned are complete and undamaged and are wrapped in the original, undamaged, and closed packaging of the Product and their outer box.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 All rights of intellectual property with regard to the Products fall exclusively to Goliath or to third parties from which Goliath has obtained the rights in license.
- 9.2 It is not permitted to the Purchaser to (let) modify or (let) remove any indication in or on Products delivered to him with regard to rights, warnings, information or indications of brands or (brand) names of Goliath or third parties.

10 COMPLAINTS

- 10.1 The Purchaser is obligated to control the Products delivered to him by Goliath before he proceeds with storing, reselling, or using them. If upon delivery a delivery is damaged or manifests a lack of parcels, the Purchaser is obliged to immediately report the damage to Goliath, while stating the nature and extent of the damage.
- 10.2 Complaints regarding the delivered Products must be communicated as soon as possible after discovery and in any case within ten days after delivery date in writing to Goliath, while stating the nature of the complaint, invoice number and invoice date the complaint is in regard to. In case of non-observance of this term of ten days, the Purchaser is considered to have accepted the delivery,

unless that defect/the complaint could not reasonably have been noted within this term and is reported to Goliath within seven days.

10.3 Complaints do not relieve the Purchaser from the obligations which flow for him from the Agreement.

10.4 The liability of Goliath is limited to crediting, the restoral free of charges of a defective Product or the substitution of that Product or of a component thereof, all at the discretion of Goliath. Goliath determines whether Purchaser must return defect Products or otherwise, with an eye on the dimensions, must return the EAN-codes of the packaging. After receipt of the defect Products, Goliath will issue a credit note within one week after control of the shipment, for the amount of the purchase value of the defect Products. Any possible costs flowing from the return shipment are borne by the Purchaser.

11 LIABILITY

11.1 Goliath is not liable for any damage incurred or to be incurred by Purchaser or third parties, related to or flowing from compliance with the Agreement or with lack of compliance with it, barring the event of article 10 of these general conditions.

11.2 If and to the extent any liability (contractual or legal) were to turn out to fall on Goliath, this liability is limited at all times to the amount of the price of the Product with regard to which the liability has arisen.

11.3 Goliath is never liable, neither pursuant to the law nor to the Agreement, for consequential damage which Purchaser or a third party incurs in the matter of (the use of) the Product. Goliath is not liable for damage as a consequence of infringement on patents, licenses, or other third-party rights.

11.4 Goliath will not appeal to the liability limitations as mentioned in this article if and to the extent the damage is the direct result of wilful intent or gross fault on the part of Goliath.

11.5 The liability of Goliath on account of an attributable shortcoming in complying with the Agreement as intended in this article, only arises if Purchaser forthwith declares the default of Goliath in writing and he thereby sets a reasonable term for the resolution of the shortcoming and Goliath continues to fall short attributable in complying with its obligations also after this term.

12 SUSPENSION AND RESCISSION

12.1 If the Purchaser does not, does not adequately, or does not timely comply with any obligation flowing for him from the Agreement, as well as in case of (the application for or the granting of) bankruptcy, suspension of payment, immobilisation, liquidation, or the transfer (whether or not planned and whether or not partial) of the business or claims of the Purchaser, Goliath has the right, without any default notice and without judicial intervention to either suspend the implementation of the agreement, or to completely or partially rescind it, without Goliath being bound to any compensation (of damages).

12.2 In the event a legitimate doubt arises with Goliath regarding the capacity to pay of Purchaser, Goliath is authorised to postpone the delivery of the Products until the Purchaser has provided security for the payment without any entitlement to compensation (for damages).

13 TRANSFER

- 13.1 Goliath has the right to entirely or partially transfer its rights and obligations from the Agreement to a third party, on condition Goliath makes a written statement of this to Purchaser and under the clause that the acquiring party with regard to the transferred rights and obligations takes the place of Goliath completely.

14 FORCE MAJEURE

- 14.1 In case a delay arises as a result of Force Majeure, Goliath has the right without judicial intervention to suspend the implementation of the Agreement and/or to completely or partially rescind the Agreement. The Purchaser is informed of such extension in writing and without any unreasonable delay. Overrunning of terms as a consequence of Force Majeure does not confer the right to the Purchaser to completely or partially rescind the Agreement, nor the right to compensation (of damages).
- 14.2 In case the situation of Force Majeure lasts longer than three months, then both Goliath and Purchaser have the right to completely or partially rescind the Agreement, to the extent the Force Majeure justifies such.

15 MODIFICATIONS

- 15.1 Goliath reserves itself the right to unilaterally change and/or supplement these conditions.
- 15.2 Modifications and/or additions enter into effect thirty days after communication of these general conditions to Purchaser.
- 15.3 The modified or supplemented general conditions are also applicable to already existing Agreements as from 30 days after the modified conditions have been communicated to Purchaser.

16 OTHER PROVISIONS

- 16.1 If any provision of these general conditions and/or of another Agreement concluded between Parties turns out to be void or is annulled, the other provisions of these general conditions and/or Agreement will remain fully effective and Parties will enter into consultations in order to establish a new provision to replace the void and/or annulable provision, whereby the purpose and tenor of the void and/or annulable provision is observed as much as possible. The annulment of a provision in case of a court ruling leaves unaffected the validity of the other provisions.
- 16.2 These general conditions have been registered with the Chamber of Commerce under the registration number of Goliath.
- 16.3 In case of contradictions between these general conditions and the Agreement (and/or specific delivery terms), what is stipulated in the Agreement (and/or specific delivery terms) prevails, with exception of what is stipulated in article 7.
- 16.4 These general conditions have been prepared in multiple languages. The (interpretation) of the general conditions stipulated in the Dutch language prevail at all times over the general conditions prepared in another language.

17 DISPUTES

- 17.1 To all agreements to which these general conditions are applicable, Netherlands legislation applies. Parties exclude the application of the Vienna Commercial Treaty.
- 17.2 Any possible disputes between Parties flowing from or related to these general conditions or offers, quotations and Agreements made under these general conditions can at the first instance be submitted exclusively to the court of law competent for the matter in Amsterdam.