

Article 1. General

1. These terms and conditions apply to each tender, offer or agreement between Cornell's Saddlery VOF, hereafter referred to as: "CS", and a Counterparty to which CS's terms and conditions apply, provided the parties did not explicitly agree otherwise.
2. These terms and conditions also apply to agreements with CS for the execution of which CS must engage third parties.
3. These general terms and conditions have also been written for CS's staff and management.
4. The applicability of any procurement or other terms and conditions of the Counterparty is expressly dismissed.
5. If one or several provisions of these general terms and conditions might become (partly) invalid at any given time or be cancelled, the other provisions of these general terms and conditions shall remain fully in force. CS and the Counterparty shall then discuss matters in order to agree upon new provisions replacing the void or cancelled provisions, observing the purpose and purport of the original provisions as much as possible.
6. In the event of any ambiguities concerning the interpretation of one or some of the provisions of these general terms and conditions, then explanation shall be provided in the spirit of these provisions.

Article 2 Offers and tenders

- 1 CS's tenders and offers are non-binding, unless the offer states a deadline for acceptance. An offer or tender shall expire if the product to which the offer pertains has become unavailable in the meantime.
- 2 CS cannot be bound by its offers if the Counterparty can reasonably understand that the offers or parts thereof, apparently contain a mistake or clerical error.
- 3 All prices stated in the offer or tender include Dutch VAT and other levies imposed by the authorities, unless stated otherwise.
- 4 A composite quotation does not mean CS has an obligation to perform part of the project against a proportionate share of the price given. Tenders and offers do not automatically apply to future orders.

Article 3 Contract duration; delivery terms, execution and amendment of the agreement; price increase

1. The agreement between CS and the Counterparty is entered into for an indefinite period of time.
2. If a period of time has been agreed upon or stated for completing specific work or delivering specific products, then this shall never be deemed a deadline. Production of the order shall take place in the order of jobs received by the by the workshop.
3. CS shall have the right to call in third parties for the performance of specific work.
4. In the event that CS requires information from the Counterparty for executing the agreement, the execution period shall only commence after the Counterparty has provided such information correctly and satisfactorily. CS is never to be held liable for the consequences of any facts withheld on purpose.
5. If it turns out that the sound execution of the agreement requires amendment or supplementation, the parties shall proceed to amend the agreement on time and in

mutual deliberation. If the nature, scope or contents of the agreement is altered either upon the request or instruction of the Counterparty or the competent authorities etcetera, and the agreement changes in qualitative or quantitative sense as a result, this might interfere with whatever was originally agreed on. As a result, the amount originally agreed upon may be increased or decreased. CS shall indicate the costs in advance as much as possible. The originally stated execution term can be changed upon amendment to the agreement. The Counterparty accepts the possibility of an amendment to the agreement, including a change in price and the term of execution.

6. In the event that the agreement is amended or supplemented, CS is entitled to only execute the agreement after the person authorised within CS has given approval and the Counterparty has agreed to the price and terms stated prior to the execution, including the time at which it shall be executed. Failing to execute the amended agreement or failing to do so forthwith shall not constitute non-performance by CS and shall be no reason for the Counterparty to discontinue the agreement.

Without being in default, CS may refuse a request to amend the agreement, if in a qualitative and/or quantitative sense this might have consequences for the work to be performed or the products to be delivered within that framework.

7. In the event that the Counterparty fails to properly fulfil its obligations vis-à-vis CS, the Counterparty shall be held liable for all damage (including costs) on the part of CS arising directly or indirectly.
8. In the event that CS agrees to a specific price when concluding the agreement, CS shall nevertheless be entitled to increase the price under the following circumstances, even if the initial price was not given subject to approval.
 - If the price increase follows from an amendment to the agreement.
 - If the price increase follows from an authority granted to CS or an obligation vested in CS by law.
 - If the prices of raw materials (e.g. leather) have climbed.

Article 4 Suspension, dissolution and premature cancellation of the agreement

1. CS is entitled to suspend the observance of the obligations or dissolve the agreement with immediate effect, if:
 - Upon concluding the agreement, the Counterparty is requested to pay 50% of the total price. If the payment is not made or is not made in full, the assignment shall not be processed. Upon concluding the agreement, the professional Counterparty is requested to pay 60% of the total price. If the payment is not made or is not made in full, the assignment shall not be processed.
 - Upon the day of the agreed delivery, the Counterparty has not transferred the amount due to CS's bank account.

In case of delivery outside the Netherlands, the remaining amount must be transferred two (2) days of the delivery date agreed upon.

- If CS can no longer be expected to observe the agreement against the initial terms and conditions due

to a delay on the part of the Counterparty, CS shall have the right to discontinue the agreement.

If any circumstances present themselves of such nature that execution of the agreement is impossible, or the unaltered maintenance of the agreement cannot reasonably be expected of CS.

2. If dissolution is attributable to the Counterparty, CS shall be entitled to compensation for the damage incurred, including any costs arising directly or indirectly as a result.
3. If the agreement is dissolved, CS's claims against the Counterparty shall be immediately due and payable. If CS suspends fulfilment of the obligations, it shall return its claims pursuant to the law and the agreement.
4. If CS proceeds to suspend or dissolve the agreement on the grounds referred to in this article, it is by no means obliged to pay damages or costs which might arise therefrom in whatever manner nor to indemnify the Counterparty, while the Counterparty is liable for compensation or indemnification on grounds of breach of contract.
5. If CS discontinues the agreement prematurely, then in deliberation with the Counterparty, CS shall seek to transfer any scheduled work to third parties. Third parties may also include partners overseas, such unless the notice given is attributable to the Counterparty. Unless premature discontinuation is attributable to CS, the costs of transfer shall be charged to the Counterparty. CS shall notify the Counterparty in advance as much as possible with regard to the amount of these costs. The Counterparty must pay these costs within the period of time set by CS, unless CS states otherwise.
6. In the event of liquidation, (request for) moratorium or upon bankruptcy or seizure – if and insofar as seizure was not lifted within three months – chargeable to the Counterparty, or a debt repayment schedule or any other circumstance due to which the Counterparty may no longer freely manage its assets, CS may discontinue the agreement forthwith and with immediate effect and/or cancel the order or the agreement, without having to pay any reimbursement or compensation. CS' claims against the Counterparty shall then be immediately due and payable.
7. If the Counterparty cancels the (entire) order, any relevant items ordered or prepared, plus any supply/disposal/delivery costs as well as any working hours reserved for the execution of the agreement, shall be charged to the Counterparty in full.

Article 5 Force majeure

1. In the event of force majeure, CS shall not be required to fulfil any obligation vis-à-vis the Counterparty if it is prevented from doing so due to a circumstance not attributable to fault and for which it cannot be held accountable by law, legal action or according to generally accepted standards.
This includes outbreaks of diseases (epidemics/pandemics) and/or outbreaks of diseases in humans and animals.
CS shall not be held liable for any consequences whatsoever if it turns out a veterinary diseases/outbreak was not reported beforehand/subsequently to the public authorities/CS. In these general terms and conditions, *force majeure*

shall mean, in addition to its relevant definition in law and case law, all external causes, expected and unexpected ones which CS cannot change, however because of which CS is unable to fulfil its obligations. CS also has the right to invoke force majeure if the circumstances preventing the (further) observance of the agreement present themselves after CS should have fulfilled its obligation.

Article 6 Payment and collection costs

1. Payments are to be made upon the order at all times and prior to product delivery, in a manner stipulated by CS in the currency of the invoice, unless CS stated otherwise in writing.
2. If the Counterparty fails to pay an invoice on time, the Counterparty shall be in default by operation of law. The Counterparty shall then be indebted interest. In the event of a consumer sale, interest shall be equivalent to statutory interest. In other cases, the Counterparty shall pay a 1% interest per month, unless the statutory interest is higher, in which case the statutory interest shall be indebted. The interest paid on the payable amount shall be charged once the Counterparty has fallen into default until the amount due has been paid in full.
3. CS shall have the right to use the Counterparty's payments to reduce costs in the first place, and then reduce the outstanding interest and finally to reduce the principal sum and current interest.
4. Without falling into default as a result, CS may refuse a payment offer if the Counterparty indicates a different payment allocation order. CS may refuse full repayment of the principal sum, if the interest due and current interest as well as the collection costs have not been paid as well.
5. Any objections against the amount of the invoice shall not suspend the payment obligation.
6. If the Counterparty is in default or fails to fulfil its obligations (on time), all reasonable costs incurred to ensure payment out of court shall be borne by the Counterparty. All extrajudicial costs shall be based on what is then customary in Dutch collection practice; currently being a calculation method according to the II Report (in Dutch: Rapport Voorwerk II). If, however, CS has incurred higher costs which were reasonably necessary, the costs actually spent are eligible for reimbursement. Any judicial and execution costs shall also be recovered from the Counterparty. The latter shall also be indebted interest on the collection costs due.

Article 7 Retention of title

1. All items which CS has delivered pursuant to the agreement remain property of CS until the Counterparty has properly fulfilled all obligations arising from the agreement(s) entered into with CS.
2. All items delivered subject to the retention of title pursuant to paragraph 1, cannot be resold and may never be used as means of payment. The Counterparty may not pledge any items subject to retention of title or encumber these items otherwise.
3. The Counterparty shall always do as may be reasonably expected from him in order to secure CS's proprietary rights.

4. In the event that third parties seize items delivered under retention of title or wish to establish or claim rights to these items, the Counterparty must notify CS forthwith.
5. The Counterparty undertakes to take out insurance with regard to items delivered under retention of title and keep these insured against fire, explosion and water damage as well as theft and keep policy documents available for inspection by CS on demand. In the event that the insurance company pays out, CS shall be entitled to this money. To the extent necessary, the Counterparty enters into a commitment in advance to CS to render assistance to whatever might (appear to) be necessary or desirable in this context.
6. In the event that CS wishes to exercise its proprietary rights referred to in this article, the Counterparty shall give CS and third parties representing CS in advance, the unconditional and non-revocable consent to access all of those places where CS's properties are located and claim those items.

Article 8 Warrantees, investigation and complaints

1. All items which CS has delivered are customised items and they cannot be exchanged nor taken back. Upon delivery, items are

customised. We strongly recommend addressing CS in case of any changes in order to ensure evaluation and possible adjustments.

2. All items which CS has delivered meet the customary standards and requirements which may reasonably be set to them at the time of

Delivery and which may be set for normal use in the Netherlands. The warranty referred to in this article applies to items used within the

Netherlands and shall only apply to the initial Counterparty. In the event of use outside the Netherlands, the Counterparty itself must

verify whether use thereof is suitable for use there and also whether the conditions set are being complied with. In this case, CS may

set different warranties as well as other conditions to items delivered or work performed.

3. Leather is a natural product, which means irregularities or scars might occur. Nevertheless, this is no valid reason for refusing products.

The warrantee referred to in the 1st paragraph of this article applies to the first Counterparty upon delivery, unless the nature of the delivery dictates otherwise or in case the parties agreed otherwise. If the warranty issued by CS involves an item manufactured by a third party, the warrantee shall be limited to that provided by the manufacturer of the item, unless stated otherwise. Upon expiry of the warranty period, the costs of repair or replacement, including any administrative fees, shipment costs and travel expenses, shall be charged to the Counterparty.

1. Any form of warranty shall lapse if a default occurs as a result of or follows from injudicious or improper use thereof, or in case of incorrect storage or maintenance thereof by the Counterparty or third parties, if the Counterparty or third parties have changed the item without CS's written consent. The Counterparty is also

not entitled to the warranty if default followed from or has been the result of circumstances which CS cannot change, including weather conditions (such as yet not limited to extreme rainfall or temperatures) etcetera. The warranty expires when using all products that ensure a firmer "grip" on/in the saddle.

2. The Counterparty must check delivery once items have been made available or once the work involved has been performed. In doing so, the Counterparty must verify whether the quality/quantity of the delivery meets expectations and also satisfies the requirements the parties have agreed upon. Defaults are to be reported to CS in writing upon discovery. The report must include the most specific description of the default, including images thus allowing CS to respond correctly. The Counterparty must give CS the opportunity to investigate the complaint. The leather components come with a 1-year warranty for normal use and regular maintenance (clean with water and grease with suitable maintenance products). All warrantees are available to the first owner of the product.
3. In the event that a default has not been reported within 24 hours after delivery, the Counterparty shall lose its right to recovery, replacement or compensation.
4. Where it is established that an item is defective, and a complaint has been lodged on time, CS shall replace the defective item within a reasonable amount of time after it has been returned, or arrange for it to be repaired, or pay the Counterparty replacement compensation. In case of replacement, the Counterparty must return the defective item to CS and transfer its ownership to CS, unless CS indicates otherwise.
5. If a complaint proves to be unfounded, any consequential costs shall be entirely borne by the Counterparty.

Article 9 Liability

1. In the event that CS is held liable, then such liability remains limited to what is laid down in this provision.
2. CS cannot not be held liable for any damage whatsoever presenting itself because CS has taken for granted incorrect and/or incomplete information provided by on behalf of the Counterparty.
3. Direct damage exclusively means:
 - Reasonable costs incurred to identify the cause and scope of the damage, insofar as determination pertains to damage in the sense of these terms and conditions.
 - Any reasonable costs incurred to make sure CS's poor performance meets the agreement as yet, insofar as these can be attributed to CS.
 - Reasonable costs, incurred in order to prevent or minimise damage, insofar as the Counterparty is able to prove that these costs have helped minimise the direct damage referred to in these general terms and conditions.
4. CS is never to be held liable for any indirect loss, including consequential loss, lost profit, lost savings and loss following from interrupted (business) operations. In the event of consumer purchase, this limitation does not extend beyond that which is permitted pursuant to article 7:24 paragraph 2 of the Dutch Civil Code.
5. If CS is liable for any loss, then CS's liability shall remain limited to no more than three times the invoice

value of the order, and up to that part of the order to which liability relates.

6. CS's liability shall always remain limited to the amount paid out by its insurance company where appropriate.
8. The liability limitations referred to in this article do not apply if damage follows from intent or gross negligence on the part of the User or his executive subordinates.

Article 10 Time limit

1. In deviation of the statutory time limits, the time limit of all claims and defences vis-à-vis CS and third parties involved in the execution of an agreement, is three months.
2. The provision stated in paragraph 1 shall not apply to legal claims and defences based on facts that would justify the statement that the item delivered supposedly does not comply with the agreement. Such claims and defences shall lapse after two years after the Counterparty has notified CS of such nonconformity.

Article 11 Transfer of risk

1. The risk of loss, damage or depreciation is transferred to the Counterparty once the items are brought into the Counterparty's power.

Article 12 Indemnification

1. The Counterparty indemnifies CS against third-party claims involving any loss suffered due to execution of the agreement and the cause of which is attributable to others than CS.
2. In case CS should be addressed by third parties in this respect, the Counterparty must assist CS in and out of court and do whatever may be expected of him. If the Counterparty fails to take appropriate measures, then CS may proceed to take measures without a notice of default being required. All consequential costs and losses on the part of CS shall be entirely at the Counterparty's expense and risk.

Article 13 Intellectual property

1. All intellectual property rights, including copyright, design rights, trademark rights and patent rights are vested in CS and/or its licensors.
2. Any information which CS might share with the Counterparty, including information about CS's products and services as well as any documents provided, is deemed confidential. The Counterparty shall at all times:
 - a) observe strict confidentiality and never disclose this information to third parties unless the Counterparty is obliged to do so pursuant to a court order or the order of a supervisory authority;
 - b) use this information exclusively for the purpose for which the confidential information was supplied.

Article 14 Applicable law and disputes

1. All legal relationships to which CS is party, are exclusively governed by Netherlands law, even if a commitment is (partly) performed overseas or if the legal relationship involved is based there. The applicability of the Vienna Sales Convention is excluded.

2. The parties shall only address the court after they have invested best efforts to settle the dispute in mutual consultation.

Article 15 Location and change of conditions

1. The last filed version or the version applicable at the time of formation of the legal relationship with CS shall prevail at all times.
2. The Dutch version of the general terms and conditions shall be leading upon interpretation thereof.

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